

City of Crystal River



Agenda Packet
for
Regular Council Meeting
Monday, July 9th, 2018
7:00 p.m.



Agenda
Crystal River City Council
Regular Council Meeting
Monday, July 9th, 2018 @ 7:00 p.m.
Council Chamber, City Hall

1. CALL TO ORDER

- A. Roll Call.....City Clerk Fink
- B. Invocation.....Council member Holmes
- C. Pledge of Allegiance.....Mayor Farley
- D. Recognition of Elected Officials in Attendance.....Mayor Farley

2. ADOPTION OF AGENDA

3. PRESENTATIONS

- A. Plastic Straw Reduction Proclamation.....Mayor Farley

4. UNFINISHED BUSINESS

5. APPROVAL OF CONSENT AGENDA

- A. Motion to approve minutes from the Regular City Council meeting held June 11, 2018
- B. Monthly Departmental Reports
- C. Motion to approve a Continuing Contract for Miscellaneous Concrete Flatwork with SV3 General Contracting Inc. pursuant to Bid no. 18-B-02
- D. Motion to approve the setting of a second Budget Workshop for Thursday, August 16, 2018 at 1:00 p.m.
- E. Motion to schedule an Executive Session to discuss labor negotiations for Thursday, July 26th at 1:00 p.m. or alternative proposed date of Thursday, July 19th, 2018 at 1:00 p.m.

6. PUBLIC INPUT

(Time Limit of Three Minutes)

7. PUBLIC HEARING

- A. Consideration of adoption of Ordinance No. 18-O-11 amending Chapter 7 of the City of Crystal River Code of Ordinances "Elections", Section 7-37 "Qualifying Period; Filing Requirements" on Final Reading

**AN ORDINANCE OF THE CITY OF CRYSTAL RIVER, FLORIDA,
RELATING TO CITY ELECTIONS; AMENDING CHAPTER 7 TO REVISE
QUALIFYING DATES TO PROVIDE FOR CONSISTENCY AND
ORDERLY ADMINISTRATION OF ELECTIONS OF THE CITY OF
CRYSTAL RIVER, FLORIDA; PROVIDING FOR CONFLICTS;
PROVIDING FOR SEVERABILITY AND PROVIDING FOR AN
EFFECTIVE DATE.**

- 1. Read Ordinance by title Only for Final Reading

2. Hold Public Hearing
 3. Motion to Adopt Ordinance No. 18-O-11 on Final Reading
- B. Request for continuance of Public Hearing to consider adoption of Ordinance No. 18-O-07 rezoning 61.63 acres for Kingwood Crystal River Resort from High Intensity Commercial (CH) and Medium Density Residential (R-2) to a Planned Unit Development (PUD) on Final Reading to be held on Monday, August 13, 2018

8. CITY ATTORNEY

9. CITY MANAGER

- A. Discussion regarding proposed ordinance regulating Temporary Use
- B. Motion to approve a special event permit submitted by Alliance Coach for a series of Alliance Coach RV Sales at Kings Bay Plaza
- C. Motion to adopt Resolution No. 18-R-19 requesting an environmental assessment to extend runway 9-27 at the Crystal River Airport to 5,000 ft., and supporting the expansion of the runway
- D. Motion to approve Resolution No. 18-R-23 and enter into a professional services agreement with Kimley-Horn and Associates, Inc. in the amount of \$49,300.00 for the engineering design and permitting of the Hunter Springs DRA Modifications and Crosstown Trail Canal Reroute project
- E. Motion to authorize staff to bring forth for consideration a draft ordinance revising Section 6.04.08 of the Land Development Code to City Council concerning RV Parking in residential areas
- F. Motion to approve an Interlocal Agreement for Law Enforcement Services between the City of Crystal River the Citrus County Sheriff's Office and Citrus County in the total sum of \$860,819.00 you're the term of October 1, 2018 through September 30, 2019
- G. Update regarding Three Sisters Springs Trail Multi-Use Path

10. CITY COUNCIL

11. COMMITTEE REPORTS

- A. Mayor Farley
 - *Waterfronts Advisory Board*
- B. Vice Mayor Brown
 - *Withlacoochee Regional Water Supply Authority*
 - *Crystal River Main Street*
- C. Council member Fitzpatrick
 - *Metropolitan Planning Organization*
 - *Three Sisters Coordination Committee-*
- D. Council member Gudis-
 - *Tourist Development Council*
 - *Library Governing Advisory Board*

- *Florida League of Cities*
- *Citrus County Community Charitable Foundation Board*

E. Council member Holmes

- *Keep Citrus County Beautiful-*
- *Springs Coast Steering Committee-*

12. COMMUNICATIONS

13. COUNCIL MEMBER REPORTS

A. Mayor Farley

B. Vice Mayor Brown

C. Council member Fitzpatrick

D. Council member Gudis

E. Council member Holmes

14. PUBLIC INPUT

(Five Minute Time Limit)

15. ADJOURNMENT

PROCLAMATION

WHEREAS, Crystal River recognizes the importance of environmental sustainability; and

WHEREAS, 500 million disposable straws are used in the United States each day and the average person, individually, uses 38,000 straws between the ages of 5 and 65 years old; and

WHEREAS, many business patrons in Crystal River will gladly either go without disposable straws or take advantage of the many other options like reusable and compostable straws which are available, in order to produce less waste and protect the City waterways; and

WHEREAS, the City Council would like to bring this issue to the attention of the city residents and promote sustainability among the people of our city, and to promote an "offer of compostable straws first" policy as a best practice instead of a plastic straw; and

WHEREAS, the City Council would encourage City of Crystal River restaurants to adopt an "offer of compostable straws first" policy on straw use; and

WHEREAS, the City of Crystal River recognizes the valuable role that residents play in protecting and preserving the environment of our city as well as inspiring others to make a difference through action in our community;

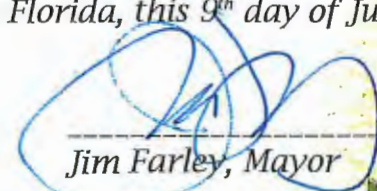
THEREFORE, I, Jim Farley, Mayor of the City of Crystal River, do hereby proclaim July 9, 2018 through July 15, 2018

STRAW FREE WEEK

In witness whereof, I have hereunto set my hand and caused to be affixed the official seal of the City of Crystal River, Florida, this 9th day of July, 2018.

Attest:


Mia Fink, City Clerk


Jim Farley, Mayor



City of Crystal River



Minutes from the
Regular Council Meeting held
Monday, June 11th, 2018
@ 7:00 p.m.



**Minutes of the
Crystal River City Council
Regular Council Meeting
Monday, June 11th, 2018 @ 7:00 p.m.
Council Chamber, City Hall**

1. CALL TO ORDER

Mayor Farley called the meeting to order at 7:00 p.m.

Council Present: Mayor Farley, Vice Mayor Brown, Council member Fitzpatrick, Council member Gudis, Council member Holmes

Council Absent:

Staff Present: Finance Director Michelle Russell, City Attorney Jennifer Rey, City Clerk Fink, Public Works Director Beau Keene, Special Events Coordinator Leslie Bollin and Planning and Development Services Director Jackie Gorman.

Mayor Farley led in the Pledge of Allegiance and Council member Gudis led the invocation.

2. ADOPTION OF AGENDA

Motion to adopt the agenda was made by Council member Fitzpatrick; seconded by Council member Gudis. Motion carried 5-0.

3. PRESENTATIONS

A. Information on General Mooring Field Permit.....City Manager Burnell
City Manager Burnell presented "Information on General Mooring Field Permit" and Council discussion was held regarding ways in which establishing a mooring field may or may not address issues with in the bay, areas in which greater control is needed, and contributing factors. City Manager Burnell also answered technical questions regarding mooring fields.

4. UNFINISHED BUSINESS

5. APPROVAL OF CONSENT AGENDA

A. Motion to approve minutes from the Regular City Council meeting held May 29, 2018

B. Monthly Departmental Reports

Motion to approve consent agenda was made by Council member Holmes; seconded by Council member Gudis. Motion carried 5-0.

6. PUBLIC INPUT

(Time Limit of Three Minutes)

Mary Morgan – Crystal River Kayak Company- Expressed concerns regarding establishment of a mooring field outside of Three Sisters Springs.

Dr. Michele Civilich-Save Crystal River, Inc.- Spoke regarding a recent Eel Grass Planting Event and thanked city support for event.

Phillis Rosetti- 209 SE Paradise Point Road- Discussed development of mooring field concept by Waterfronts Advisory Board and USFWS.

Mike Engiles- Crystal River Watersports- Inquired about issues to be resolved with mooring field establishment and commented on item 10A, encouraging reduction of plastic straw use.

Jim Tittle-1851 NW 15th St. Commented on recent Planning Commission recommendation to leave current RV parking regulations unchanged, proposed solutions offered and other discussion held over the course of several workshops and petitions collected, and requested consideration of revision.

Robert Pitts- Crystal River- Spoke in favor of the “Heritage Side” plan for City Hall, development of living shorelines, Kingwood R.V. Resort, and additional parking.

Ray Schedivy- Crystal River- Spoke in favor of item 7C, describing past interaction with city staff regarding chicken-related regulations.

Homer Simpson- 1910 NW 16th Street- Commented on recent Planning Commission recommendation to leave current RV parking regulations unchanged, noting a letter of support written to amend current code, and recalling past code revision addressing residential boat parking, and request consideration of similar revision for R.V.s.

Ricky Feacher-Crystal River- Spoke on behalf of Copeland Park residents, noting past replacement of barbecue pit and requesting further park improvements, including covered walkway, parking lot striping, and additional pavilions.

Karen Prijatel-1841 NW 15th St. Commented on RV parking regulations and series of Planning Commission workshop sessions on the topic, noting correspondence sent to Council by Kevin Mulligan and Connie Welch, and limitations on participants time to speak during sessions and inquiring about an upcoming Code Enforcement hearing before a Special Magistrate. City Manager Burnell provided clarification and Ms. Prijatel inquired about when R.V. Parking regulations would be brought before council for City Council. City Manager Burnell confirmed it would be included on the July agenda.

Bob Froehling-1360 NW 19th Ct.- Commented on past Planning Commission meeting, amount of time provided to speakers, the usual practice of not limiting time on public comment.

Council member Holmes responded to mooring field comments, legislative and enforcement options, regulation on rental boats and the role of park rangers.

7. PUBLIC HEARING

- A. Consideration of approval of Ordinance No. 18-O-10 amending Chapter 20 of the City of Crystal River Code of Ordinances “Advisory Boards and Commissions”, Section 20-32 “Appointment” changing the total number of appointed WAB members from twelve (12) to nine (9) on Final Reading

Motion to read by Ordinance No. 18-O-10 by title only was made by Vice Mayor Brown; seconded by Council member Fitzpatrick. Motion carried unanimously.

AN ORDINANCE OF THE CITY OF CRYSTAL RIVER, FLORIDA, AMENDING THE CITY OF CRYSTAL RIVER CODE OF ORDINANCES, CHAPTER 20 - ADVISORY BOARDS AND COMMISSIONS, SECTION 20-32 APPOINTMENT, CHANGING THE TOTAL APPOINTED MEMBERS FROM TWELVE (12) TO NINE (9);

PROVIDING FOR REPEAL OF CONFLICTING ORDINANCES; PROVIDING FOR SEVERABILITY; AND PROVIDING AN EFFECTIVE DATE

Background: [Agenda Sheet Requested Motion: Motion to approve Ordinance No. 18-O-10 amending Chapter 20 of the City of Crystal River Code of Ordinances “Advisory Boards and Commissions”, Section 20-32 “Appointment” changing the total number of appointed (WAB) members from twelve (12) to nine (9) on Final Reading.

Summary: The City of Crystal River Code of Ordinances, specifically Chapter 20 “Advisory Boards and Commissions”, Section 20-32 – “Appointment” addresses the consistency and makeup of the Waterfronts Advisory Board.

During the March 12, 2018 meeting, Council approved updated bylaws for the Waterfronts Advisory Board, which included a change to the member composition from nine (9) members to seven (7) members and two (2) alternates.

It was later determined that in order to ensure consistency between the bylaws and City Code, adoption of an ordinance amending the language pertaining to the total number of appointed board members was necessary.

The Waterfronts Advisory Board was briefed on the upcoming revision during their meeting held May 1st, 2018.

Staff Recommendation: Approval.

End of Agenda Sheet]

Public Hearing: No one spoke for or against the Ordinance.

Motion to approve Ordinance No. 18-O-10 amending Chapter 20 of the City of Crystal River Code of Ordinances “Advisory Boards and Commissions”, Section 20-32 “Appointment” changing the total number of appointed (WAB) members from twelve (12) to nine (9) on Final Reading was made by Council member Fitzpatrick seconded by Council member Holmes.

Council Discussion: There was none.

Public Input: There was none.

Motion carried unanimously on a roll call vote.

- B. Consideration of approval of Ordinance No. 18-O-11 amending Chapter 7 of the City of Crystal River Code of Ordinances “Elections”, Section 7-37 “Qualifying Period; Filing Requirements” on First Reading and setting a public hearing for July 9, 2018

Motion to read by Ordinance No. 18-O-11 by title only was made by Vice Mayor Brown; seconded by Council member Holmes. Motion carried unanimously.

AN ORDINANCE OF THE CITY OF CRYSTAL RIVER, FLORIDA, RELATING TO CITY ELECTIONS; AMENDING CHAPTER 7 TO REVISE QUALIFYING DATES TO PROVIDE FOR CONSISTENCY AND ORDERLY ADMINISTRATION OF ELECTIONS OF THE CITY OF CRYSTAL RIVER, FLORIDA; PROVIDING FOR

CONFLICTS; PROVIDING FOR SEVERABILITY AND PROVIDING FOR AN EFFECTIVE DATE.

Background: [Agenda Sheet **Requested Motion:** Motion to approve Ordinance No. 18-O-11 amending Chapter 7 of the City of Crystal River Code of Ordinances "Elections", Section 7-37 "Qualifying Period; Filing Requirements" on First Reading and setting a public hearing for July 9, 2018.

Summary: The purpose of this Ordinance is to align its qualifying period to coincide with the qualifying period of other municipalities within Citrus County for purposes of consistency and efficiency in the conduct of municipal elections by the Citrus County Supervisor of Elections. This can be accomplished by amending the City of Crystal River Code Of Ordinances, Chapter 7, "Elections" to revise qualifying period for candidates.

During a recent request for clarification from legal staff on matters related to the upcoming election and applicability of certain statutory provisions to municipalities, it was determined that the requested revision to city code would serve to establish a more consistent and efficient process for qualifying candidates for City Council. This revision would establish a qualifying period in early August, rather than late August.

Staff Recommendation: Approval

End of Agenda Sheet]

Public Hearing: No one spoke for or against the Ordinance.

Motion to approve Ordinance No. 18-O-11 amending Chapter 7 of the City of Crystal River Code of Ordinances "Elections", Section 7-37 "Qualifying Period; Filing Requirements" on First Reading and setting a public hearing for July 9, 2018 was made by Council member Fitzpatrick; seconded by Council member Gudis.

Council Discussion: There was none.

Public Input: There was none.

Motion carried unanimously on a roll call vote.

C. Consideration of approval of Ordinance No. 18-O-09 amending Chapter 4 of the City of Crystal River Code of Ordinances "Animals and Fowl" on First Reading and setting a public hearing for July 9, 2018

Motion to read by Ordinance No. 18-O-09 by title only was made by Council member Fitzpatrick; seconded by Council member Holmes. Motion carried unanimously.

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF CRYSTAL RIVER, FLORIDA; AMENDING CHAPTER 4, ARTICLE I, BY CREATING SECTION 4-16 TO ALLOW CERTAIN POULTRY TO BE KEPT WITHIN THE CITY LIMITS. KEEPING OR HARBORING OF CHICKENS; PROVIDING FOR SPECIAL EXCEPTIONS FOR THE KEEPING OF CHICKENS IN CITY LIMITS AT SINGLE FAMILY RESIDENTIAL USE PROPERTIES ONLY; PROVIDING FOR CONFLICTS; PROVIDING FOR INCLUSION IN THE CODE OF ORDINANCES; PROVIDING FOR SEVERABILITY; AND PROVIDING AN EFFECTIVE DATE.

Background: [Agenda Sheet] **Requested Motion:** Motion to approve Ordinance No. 18-O-09 an ordinance of the City of Crystal River, Florida; amending Chapter 4, by creating section 4-16 to allow certain poultry to be kept within the city limits on First Reading and set a public hearing for July 9, 2018.

Summary: In January of 2017 staff submitted a request for a legal opinion as to whether or not chickens were considered grazing animals, as clarification was needed on a code related issue. A determination was made that chickens are not classified as grazing animals and that Chapter 4, Article I, Section 4-1(a) did not apply and since Chapter 4, Article I, Section 4-1(a) did not exclude chickens or any other non-grazing animal residents could keep such animals.

Since the time that determination was made there have been many requests related to keeping chickens and the city has been made aware of several residents who keep chickens. This Proposed Ordinance is to provide clarification and establish the number of chickens allowable on any property based on a minimum lot size. It also establishes other rules and regulations for keeping chickens as well as penalties and fines for violations of the ordinance. This proposed ordinance further allows the City the right to enter properties to inspect backyard coops.

The amendment to the ordinance will also exclude other non-grazing birds, fowl and swine.

Staff Recommendation: Approval

End of Agenda Sheet]

City Manager Burnell provided a brief overview of the item and history of how it was determined that chickens were currently unregulated by existing code, noting that the matter was not rooted in complaint, but misinterpretation.

Public Hearing:

Phil Jannarone- 1405 SE 5th Avenue- Confirmed that Planning voted 4-2 not to tackle it, as it was deemed unnecessary.

Bob Froehling- 1360 NW 19th Ct.- Clarified that until proposal was brought forth many were unaware that chickens were unregulated, noting concerns regarding smell, disease and impact of ordinance adoption on those already keeping chickens.

Mary Morgan- 124 N Citrus Avenue- Spoke on need to consult with neighbors on the matter.

Council member Gudis spoke in favor of leaving current code unchanged.

City Attorney Rey read current code language, noting a lack of prohibitive language pertaining to chickens.

Mayor Farley spoke in favor of amending current language.

Ray Schedivy- Crystal River- Spoke in favor of modifying current animals and fowl ordinance to prohibit roosters.

Vince Morris- 773 NE 2nd Avenue- Spoke in favor of adoption of ordinance, noting that a neighbor has had them and not known. He also addressed Mayor Farley's questions, confirming no noise or smell was observed.

Vera Martin -1540 NW 20th Avenue- Commented on family members keeping of chickens, noting limitations on the number.

Council Discussion:

Council discussion was held during which concerns were raised regarding accessing private property for inspection, potential benefits and drawbacks of adoption of ordinance, as is, and the need to re-work language as proposed. Mr. Froehling spoke from the audience regarding disease concerns and requested the items be brought back before Planning Commission for further consideration. Further Council discussion as held regarding potential outcome of leaving current code, as is.

Public Input: There was none.

Motion to send Ordinance No. 18-O-09 an ordinance of the City of Crystal River, Florida; amending Chapter 4, by creating section 4-16 to allow certain poultry to be kept within the city limits for more clarification was made by Vice Mayor Brown; seconded by Council member Fitzpatrick. Motion carried unanimously.

D. Consideration of approval of Ordinance No. 18-O-07 rezoning 61.63 acres for Kingwood Crystal River Resort from High Intensity Commercial (CH) and Medium Density Residential (R-2) to a Planned Unit Development (PUD) and setting a public hearing for July 9, 2018 QUASI- JUDICIAL

Motion to read by Ordinance No. 18-O-07 by title only was made by Vice Mayor Brown; seconded by Council member Gudis. Motion carried unanimously.

AN ORDINANCE AMENDING THE OFFICIAL ZONING MAP OF THE CITY OF CRYSTAL RIVER, FLORIDA, CHANGING THE ZONING ON PROPERTIES OWNED BY KINGWOOD CRYSTAL RIVER RESORT CORPORATION, 400 CURIE DRIVE, ALPHARETTA GA 30005 (61.63 ACRES MOL), PARCELS 17E18S33 41300, 17E18S33 42000 0060, AND A PORTION OF 17E18S33 14000 0050 IN THE RECORDS OF THE CITRUS COUNTY PROPERTY APPRAISER FROM MEDIUM DENSITY RESIDENTIAL (R-2) AND HIGH INTENSITY COMMERCIAL (CH) TO PLANNED UNIT DEVELOPMENT (PUD) AS DESCRIBED IN SECTION 3; PROVIDING FOR REPEAL OF CONFLICTING ORDINANCES; PROVIDING FOR SEVERABILITY; AND PROVIDING AN EFFECTIVE DATE.

Background: [Agenda Sheet] Requested Motion: Motion to approve Ordinance No. 18-O-07 rezoning 61.63 acres for Kingwood Crystal River Resort from High Intensity Commercial (CH) and Medium Density Residential (R-2) to a Planned Unit Development (PUD).

Summary: The proposed Plantation Outpost Club and Resort consists of 61.63 acres located off of Ft. Island Trail. As shown on the attached map this property makes up a part of the Plantation Golf Course.

Attached you will find Ordinance 18-O-07 that changes the zoning from High Intensity Commercial (CH) to a Planned Unit Development (PUD) to accommodate 309 RV Lots, a Town Center (6 two-story condominium buildings), Clubhouse, pool, gazebos, tennis courts, volleyball courts, guard house, bath house, and laundry building, to be completed in 7 Phases over a period of 10 years.

The City's Land Development Code requires approval of a Master Plan along with the PUD Ordinance. Ingress/Egress onto Ft. Island Trail will require permitting from Citrus County. The Office of Planning & Community Development is working with Public Works in reviewing all required capacity analyses. A Development Agreement will be required prior to moving forward with construction that outlines the timeline along with any conditions that may be required as a result of the capacity studies.

The lots within this development will be sold fee simple therefore platting will be required as we move forward. Each phase will be designed and reviewed separately as per the Master Plan. Any changes to the Master Plan or Development Agreement will be required to be brought back before the Planning Commission and Council for approval.

A Planned Unit Development allows flexibility to the Land Development Code and in return the Planning Commission and City Council can grant zoning relief if it believes the proposed project— and, in particular, the way it deviates from what's allowed by right— will allow for something better for the surrounding neighborhood or city.

The proposed Kingwood Crystal River Resort requires the following relief from the City's LDC for High Intensity Commercial Zoning Districts:

*Setbacks for each lot will deviate from the required setbacks –

For RV's Proposed: 15' front; 5' rear; 5' side
 Required: 25' front; 25' rear; 10' side

For Commercial Town Center setbacks:
 Proposed: 40' front; 25' rear; 15' side
 Required: 25' front; 25' rear; 10' side

*RV Lot dimensions –
 Proposed: 2,970 SF min
 Required: 12,000 SF

*Maximum Impervious
 Proposed: 65%
 Required: 65% Waterfront

We will have a representative from the Developer attending the meeting along with Kimley Horn who has been retained by the City to assist with this review. Attached is a staff report from Kimley Horn for your use.

The first Public Hearing before Planning Commission took place during their regularly scheduled meeting in May; however, due to an error in the legal description this hearing was re-advertised for June 7, 2018. A Public Hearing will take place before the Planning Commission on June 7, 2018 and the results will be presented at the June 11, 2018 Council meeting.

Staff Recommendation: Approval

End of Agenda Sheet]

Mayor Farley called for disclosure of any conflicts of interest or ex parte communications: There were none.

The City Clerk swore in all individuals wishing to testify on the matter.

Staff Presentation: Ms. Gorman presented the staff report, entering it into the record.

Vice Mayor Brown expressed concerns regarding the fee simple structure and Ms. Gorman confirmed that items on which flexibility is being requested include setbacks, lot dimensions and impervious surface ratios.

Council member Holmes inquired about cost of lots, homestead exemption status, and expressed concerns regarding capacity. Ms. Gorman addressed questions regarding state registration requirements, intent of additional pads, applicability of FEMA standards and golf cart access.

Discussion was held regarding council ability to review details throughout each phase, approval of county and FDOT and expansion of infrastructure throughout each phase.

Gene Lacedo- Kimley-Horn- 101 E Silver Springs Blvd- Professional Engineer (Licensed in the State of Florida- #75547) Addressed questions regarding transportation impact, noting submission of traffic and utility analysis and Kimley-Horn's recommendations regarding the Developer's Agreement and responsibilities of the applicant. He also provided further clarification regarding infrastructure expansion.

Ms. Rey confirmed that the matter before Council is consideration of rezoning the parcel, noting requirement of subsequent approvals on various phases of the project.

Applicant's Presentation: Dustin Garrett, representing Ag Pro addressed Council questions regarding job creation, noting that the average store employs approximately 20.

Public Hearing:

Bob Froehling-1360 NW 19th Ct.-Commented on the approval processes allowed through PUD approval. Ms. Rey provided further clarification regarding PUD approval process and phases, confirming that approval of Developer's Agreement occurs prior to initial construction Phase.

Anthony Mozo- 9564 W Plantation Lane- Spoke in opposition of the ordinance, noting incompatibility with existing neighborhood, density concerns, and environmental concerns including soil contamination and recommending requesting records from the Plantation regarding potential contamination or flooding issues.

Mr. Lacedo confirmed that the Phase I Environmental Assessment submitted did not include soil testing, as it was not required, noting soil contamination is regulated through the FDEP permitting process and city ability to require copies of permits.

Motion to approve Ordinance No. 18-O-07 rezoning 61.63 acres for Kingwood Crystal River Resort from High Intensity Commercial (CH) and Medium Density Residential (R-2) to a Planned Unit Development (PUD) on First Reading and setting a public hearing for July 9, 2018 was made by Council member Fitzpatrick; seconded by Vice Mayor Brown. Motion carried unanimously on a roll call vote.

8. CITY ATTORNEY

9. CITY MANAGER

- A. Motion to authorize execution of an agreement with the Citrus County Sheriff's Office (CCSO) for School Traffic Control for FY 2018-2019, at a cost of \$25,946.05

Background: [Agenda Sheet] **Requested Motion: Motion to authorize execution of an agreement with the Citrus County Sheriff's Office (CCSO) for School Traffic Control for FY 2018-2019 in the amount of \$25,946.05.**

Summary: The Citrus County School System requested in 2011 that the City assume the cost of providing school crossing guards at a total of five (5) locations. Four (4) of these locations are associated with the elementary school children and the City agreed to absorb the cost of those positions based on statutory language. The fifth position is associated with the middle school children, and the City agrees to fund the position since it involves students crossing a four-lane highway (NE 3rd Ave. & Highway 19).

The CCSO has submitted an agreement (attached) proposing a cost of \$25,946.05 for FY 2018-2019, which represents an increase of \$562.05 – a 2% increase over the cost associated with the current year.

Staff Recommendation: State requirement to fund, recommend approval. End of Agenda Sheet]
Motion to authorize execution of an agreement with the Citrus County Sheriff's Office (CCSO) for School Traffic Control for FY 2018-2019 in the amount of \$25,946.05 was made by Council member Gudis; seconded by Council member Fitzpatrick. Motion carried unanimously.

10. CITY COUNCIL

A. Motion to allow the Mayor to present a proclamation for the City's support of local businesses that use paper straws and encourage other food service businesses to switch to using paper straws

Background: [Agenda Sheet] The City Waterfronts Advisory Board asks the City to support encouraging local restaurants and food service businesses to utilize paper straws. The following information describes ways local restaurants and food service businesses can help:

- Provide a straw only when requested by a customer
- Provide either compostable or reusable straws
- Eliminate use of straws completely

The following information describes issues related to the usage of plastic straws:

- Emblematic of single use plastics and resultant marine pollution
- straws are used for an average of 10 minutes
- straws are the 7th largest source of beach litter
- plastic takes 100 years to decompose
- The World Economic Forum predicts that by 2050 there will be more plastic than fish in the ocean.

500 million straws are used and discarded every day in the United States alone. That's 175 Billion a year filtering into landfills (environment) and littering our waterways and oceans.

FYI: Emoji the manatee died at Lowry Park Zoo in February 2017. Three months prior, the zoo's staff received him and found plastic bags in his stomach. "Emoji" also suffered from a condition that causes manatees to clot and bleed at the same time End of Agenda Sheet]

Vice Mayor Brown spoke in support of the motion.

Motion to allow the Mayor to present a proclamation for the City's support of local businesses that use paper straws and encourage other food service businesses to switch to using paper straws was made by Mayor Farley; seconded by Council member Gudis. Motion carried unanimously.

11. COMMITTEE REPORTS

- A. Mayor Farley
 - *Waterfronts Advisory Board* - Reported that living shorelines, Kings Bay annexation, plastic straw ban and mooring fields were discussed during past meeting.
- B. Vice Mayor Brown
 - *Withlacoochee Regional Water Supply Authority*
 - *Crystal River Main Street*
- C. Council member Fitzpatrick
 - *Metropolitan Planning Organization*
 - *Three Sisters Coordination Committee*- Confirmed meeting scheduled for 6/18/18.
- D. Council member Gudis-
 - *Tourist Development Council*
 - *Library Governing Advisory Board*
 - *Florida League of Cities*
 - *Citrus County Community Charitable Foundation Board*
- E. Council member Holmes
 - *Keep Citrus County Beautiful*-
 - *Springs Coast Steering Committee*- Confirmed upcoming meeting in August.

12. COMMUNICATIONS

13. COUNCIL MEMBER REPORTS

- A. Mayor Farley
- B. Vice Mayor Brown- Reported on discussion with City Manager on creation of a monthly residential property beautification award and potential benefits.
- C. Council member Fitzpatrick-
- D. Council member Gudis- Reported on being approached by Fleet Reserve Group with proposal for plaque installation at Little Springs Park and City Manager Burnell confirmed rescheduling of meeting.
- E. Council member Holmes

14. PUBLIC INPUT

(Five Minute Time Limit)

Anthony Mozo-9564 W Plantation Lane-Expressed further concerns regarding Kingwood R.V. Resort development, including stormwater, soil contamination and density issues.

Bob Froehling- Planning Commission- Commented in regard to a particular R.V. currently parked in a residential area, resolution of stormwater issues that previously impacted ability to park another R.V. in a compliant manner and issues related to revising codes to accommodate an individual issue.

15. ADJOURNMENT

Mayor Farley adjourned the meeting at 8:57 p.m.

City of Crystal River



DEPARTMENTAL MONTHLY REPORTS SUMMARY

June 2018



Departmental Monthly Reports Summary

FINANCE DEPARTMENT: No Report submitted by agenda deadline.

CLERK'S OFFICE:

During the month of June Clerk's office staff attended and prepared minutes for 4 meetings, prepared 3 agendas and 9 agenda items, handled 12 public records requests, handled 1 lot purchase/sales inquiries and 0 deed inquiries, 2 plot marking requests, prepared and filed 2 liens, prepared and filed, 2 release of liens, performed 18 notarizations, and the Clerk's office facilitated 1 bid openings. Clerk's office staff published advertising and notices of meetings, ordinances and workshops. Staff facilitated election related tasks. Staff facilitated legal and IT requests, managed cellphone account, FEMA reporting, printer and postage reports, maintained the Golf Cart registry and handled golf cart registrations. Staff attended FACC clerk's summer conference and academy. Staff presented Chicken Ordinance to the Planning Commission. Clerk's office staff also attended a Risk Assessment meeting with County for RESTORE Act funding.

FIRE DEPARTMENT:

CRFD responded to 28 calls during the month of June, with 6 calls being canceled. There were 26 calls in city 4 of which were canceled, 2 outside of city calls 2 of which were canceled. Total water usage for the period was approximately 1,750 gallons.

PLANNING & DEVELOPMENT SERVICES: No Report submitted by agenda deadline.

Permitting & Inspections:

There were a total of (46) permits issued this month – Grand Total - \$23,811.50

Total Inspections – (112)

Ed Hollenbeck, Building Official – (109) Inspections

Mike Dow, Fire Chief - (03) Inspections

PUBLIC WORKS:

Parks: Nothing new to report.

Personnel: Nothing new to report.

Facilities: DPW identified multiple sites for the architect to analyze as a part of the City Hall feasibility study.

Public Water: DPW and US Water assisted Florida Rural Water Association with the comprehensive water meter replacement SRF application which was submitted to FDEP this period.

Public Sewer: Nothing new to report.

Solid Waste: Figures in the normal range. (Specific tonnages are available.)

CRA: Nothing new to report

Roads: Nothing new to report

Drainage: Nothing new to report

Grant Projects: DPW continues to work with Division of Emergency Management for the FEMA grant for sanitary lift station emergency bypass pumping.

SPECIAL EVENTS:

Music Under the Stars was held on June 23rd at Kings Bay Park. The event was attended by about 100 people. Special Events staff, chamber of commerce, and Kings Bay Rotary held a meeting to discuss new changes in the Special Events Department and how the changes are working.

WATERFRONTS AND COMMUNITY SERVICES:

Business Licenses

There were businesses that applied for new business licenses in the City between June 1st and June 30th, 2018:

- businesses are open and operating:

There were 17 businesses that submitted paperwork to apply for new business licenses and/or were issued a new business license in the City between June 1st and June 30th, 2018:

- KC Wine and Koffee Bar (Wine and coffee), 1801 NW Hwy 19 Suite 513 & 569, CR
- Outkast Outfitter (Fishing Guide), 9301 W. Fort Island Trail, CR
- Kelly's Half Shell Pub (Restaurant), 390 N. Suncoast Blvd, CR
- Beyond the Stitches (Retail), 979 & 981 N. Suncoast Blvd, CR
- Insanity Fireworks (Temp Lic for fireworks sale), 1801 NW Hwy 19, CR
- Kelly's Half Shell Pub (Restaurant/bar), 408 S. Suncoast Blvd, CR
- Tiki Dogs (food cart), 1810 NW Hwy 19, CR
- Maranda Nelson (Independent stylist at Southern Roots), 353 NE 2nd Street, CR
- BP Food Mart, (Gas station/convenience store), 662 NE US Hwy 19, CR
- Crystal River Plaza (Shopping plaza), 430 Suncoast Blvd, CR
- Brootal Ink Tattoo (Tattoo Shop), 1679 NE Hwy 19, CR
- Shane Meyers (Independent Tattoo Artist), 1679 NE Hwy 19, CR
- Law Offices of Steven D. Fichtman, 839 NE US Hwy 19, CR
- Sun SUP Fitness (Paddleboard and yoga instruction), Home Occ. in CR
- Classic Laundromat (Laundromat), 51 NW Hwy 19, CR
- Morris Aquatic Center (Charter/fishing guide), Home Occ., CR
- Beyond the Stitches (Sewing and retail), 979 N Suncoast Blvd, CR

Code Enforcement

- 42 cases opened
- new cases prepared for hearings
- 13 cases taken to hearings
- 4 complaints investigated, verified, and case folders prepared
- 38 violations observed, case folders prepared
- 12 cases closed
- 7 cases being prepared for foreclosure review
- 0 cases referred to County
- Vacation rentals: Investigation continued and 6 cases were brought to hearings in June. Four of the cases were presented in a special hearing and were adjudicated guilty.

Park Rangers

Copeland Park: Staff received a complaint on a Monday, that people were selling food at Copeland over the weekend.

Hunter Springs Park:

Rangers encountered large groups of people who attempted take over the pavilion they were directed to submit a special use through the special events coordinator for future needs. Park Rangers encountered several alcohol violations at the park and advised people to pour out the drink or to leave. CCSO spotted people drinking alcohol in the park and the people were told to leave. A family grilling their food near the trees at kayak launch created a fire hazard.

A man was arrested at the park for methamphetamine, marijuana and paraphernalia. His bicycle was left by CCSO unsecured. Next day it was gone. There were some problems with homeless persons at the overflow parking lot. Assistance needed and requested by a local resident.

A baby raccoon was rescued at the overflow parking lot. A wildlife rescue person from Hernando came to take him.

Rangers noticed that rocks are being put into the swim area again. Rangers put buoys on the rocks; however, the buoys were stolen. Also, staff handled issues with rocks near the overflow lot; heavy rainfall caused several small rocks come up over the sidewalk to create a hazard when walking. The rocks were swept and shoveled off the sidewalk.

King's Bay Park and Dock: Nothing provided in the report.

LeGrone Park: Nothing provided in the report.

Yeoman Park: Has not reopened since closed due to water issues. The county is working on the water lines across from the park.

Three Sisters Springs

Three Sisters Springs had a total of 697 visitors throughout June, which are 85 less visitors than we had during June of last year. Since October 1, 2017 we have had 34,257 visitors.

Staff is working on many projects; such as looking into an additional trolley/tram option for the upcoming manatee season, and improving educational materials at the Three Sisters Springs Center. Staff also met with USFWS and engineers onsite to discuss capital improvements and updating a site plan. The engineers with Hydra and USFWS said we may be able to complete the improvements to the front gates by November 15, 2018.

This month on social media:

- Facebook:
 - New followers: 646
 - Total followers: 25,181
 - Post with the most people reached: 6,500 people on an image of the clear water in the springs which was taken by a visitor
- Instagram:
 - New followers: 304
 - Total followers: 2,920
 - Post with the most people reached: 2,001 on a #throwbackthursday post for last manatee season's photo by a Manatee Watch Volunteer
- Appeared in 4 news articles
- An episode of "how to Do florida" [sic] aired on June 24, 2018 which featured Crystal River and included video of the boardwalk at Three Sisters Springs.

Water Patrol

Water Patrol Staff continued daily patrols on the waterways within city limits. Staff continued to observe and document potential violations and provided educational materials and outreach to the public and partners.

Staff and CCSO attended and provided education material and outreach at the Boaters Safety Expo at the YMCA in Lecanto. Staff provided assistance to CCSO at a fishing tournament weigh in at the Planation Inn Resort. Staff is working with FWC to address a complaint of a vessel discharging into Kings Bay.

Responded to calls for service relating to the following concerns: Manatee interactions, uses of City docks at Kings Bay Park and Pete's Pier boat ramp, vessel speeds, non-compliant visitors at Three Sisters.

Potential violations observed while on patrol (not all potential violations observed or reflected): 9 vessel speed concerns, 12 no dive flag where required, 15 paddle craft or boats without proper safety equipment, 7 Bow Riding, 8 potential Manatee violations, 8 instances of alcohol in exclusion areas, 2 vessels in the swim area at Hunter Springs Park, 1 vessels loose from mooring and/or adrift.

Waterfronts

The Wood Group returned to determine the overall density and health of plants in Hunters Cove. This is one year after dredging and planting of Hunters Cove by Gator Dredging in 2016-2017 which allowed for a full cycle of a growing season and manatee season to determine its effectiveness. Due to the original work being completed quicker than anticipated, the remaining funds approved for this project were utilized to fund the evaluation.

CRYSTAL RIVER CITY COUNCIL
Agenda Item Summary

Meeting Date: July 9, 2018

Agenda Item Number: 5C

Requested Motion: Motion to award Bid No. 18-B-02 for Continuing Contract for Miscellaneous Concrete Flat Work to SV3 General Contractors, Inc. for a period of one (1) year with the option of up to two (2) one-year extensions upon mutual agreement.

Summary: DPW has an on-going need for miscellaneous concrete work. This work includes new sidewalk construction, driveway aprons, curbing and replacement work where water or were lines have been repaired.

In years past, DPW has had to prepare documents for public bidding in order to hire a contractor to do concrete jobs. This not only consumed staff time to prepare the bid, but the process itself took over a month by the time bids were opened and Council made an award. This resulted in unnecessary delays.

To address these concerns, in 2014 DPW let Bid #14-B-03 for concrete work which Council awarded to SV3 General Contractors, Inc. (SV3) for a one year period with the option of up to two one-year extensions upon mutual agreement. The three-year term has expired and DPW recently let Bid # 18-B-02 for similar work.

Although only one bid was received, the respondent was SV3 whose 2014 bid numbers were significantly lower than the two other bidders at that time. For the subject bid, SV3's bid reflects an approximate increase of 10% over the 2014 numbers. This nominal increase should be deemed reasonable in light of the current economic climate and companion high demand for tradesmen.

SV3's bid paperwork is in order and they have performed satisfactorily over the past three years. Materials and workmanship are to conform to FDOT's standard specifications and include a one-year contractor warranty.

With reference to the attached Bid Form, the following price proposal breaks down as:

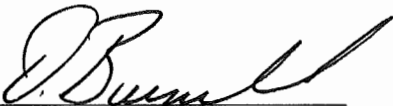
<u>Bidder</u>	<u>Location</u>	<u>Group 1</u>	<u>Group 2</u>	<u>Group 3</u>
SV3 General Contractors, Inc.	Inverness, FL	\$248.17	\$225.40	\$203.79

Staff Recommendation: Approval.

Funding Information: N/A

Approvals:

Originating Department



City Manager

City Attorney (if applicable)

Attachments: 1) SV3 Price Proposal (complete bid response is available from staff)
2) Notice of Award
3) Agreement

Council Action:

Approved _____ **Denied** _____ **Deferred** _____ **Other** _____

CONTINUING CONTRACT FOR MISCELLANEOUS CONCRETE FLAT WORK

City of Crystal River Bid No. 18-B-02

PRICE PROPOSAL

GROUP 1	QUANTITY 0 - 10	UNIT	UNIT PRICE
1.1	DEMOLISH AND DISPOSE OF CONCRETE SIDEWALK/DRIVE	SY	19.70
1.2	DEMOLISH AND DISPOSE OF CONCRETE CURB	LF	4.75
1.3	SIDEWALK (4" THICK, FIBER or WIRE MESH REINFORCED)	SY	36.96
1.4	SIDEWALK (6" THICK, FIBER or WIRE MESH REINFORCED)	SY	59.40
1.5	DRIVEWAY APRON (6" THICK, FIBER or WIRE MESH REINFORCED)	SY	60.72
1.6	2' VALLEY GUTTER	LF	15.84
1.7	FDOT TYPE 'D' CURB	LF	14.57
1.8	FDOT TYPE 'F' CURB AND GUTTER	LF	18.48
1.9	RIBBON CURB (6" THICK, 18" WIDE, TWO #4 BARS CONTINUOUS)	LF	17.60
TOTAL GROUP 1 =			248.17
GROUP 2	QUANTITY 11 - 100	UNIT	UNIT PRICE
2.1	DEMOLISH AND DISPOSE OF CONCRETE SIDEWALK/DRIVE	SY	17.88
2.2	DEMOLISH AND DISPOSE OF CONCRETE CURB	LF	4.32
2.3	SIDEWALK (4" THICK, FIBER or WIRE MESH REINFORCED)	SY	33.60
2.4	SIDEWALK (6" THICK, FIBER or WIRE MESH REINFORCED)	SY	54.00
2.5	DRIVEWAY APRON (6" THICK, FIBER or WIRE MESH REINFORCED)	SY	55.20
2.6	2' VALLEY GUTTER	LF	14.40
2.7	FDOT TYPE 'D' CURB	LF	13.20
2.8	FDOT TYPE 'F' CURB AND GUTTER	LF	16.80
2.9	RIBBON CURB (6" THICK, 18" WIDE, TWO #4 BARS CONTINUOUS)	LF	16.00
TOTAL GROUP 2 =			225.40
GROUP 3	QUANTITY OVER 100	UNIT	UNIT PRICE
3.1	DEMOLISH AND DISPOSE OF CONCRETE SIDEWALK/DRIVE	SY	16.39
3.2	DEMOLISH AND DISPOSE OF CONCRETE CURB	LF	3.96
3.3	SIDEWALK (4" THICK, FIBER or WIRE MESH REINFORCED)	SY	30.80
3.4	SIDEWALK (6" THICK, FIBER or WIRE MESH REINFORCED)	SY	48.60
3.5	DRIVEWAY APRON (6" THICK, FIBER or WIRE MESH REINFORCED)	SY	49.68
3.6	2' VALLEY GUTTER	LF	12.96
3.7	FDOT TYPE 'D' CURB	LF	11.88
3.8	FDOT TYPE 'F' CURB AND GUTTER	LF	15.12
3.9	RIBBON CURB (6" THICK, 18" WIDE, TWO #4 BARS CONTINUOUS)	LF	14.40
TOTAL GROUP 3 =			203.79

*** SEE BID NOTES ON NEXT PAGE ***

BID NOTES:

Materials and workmanship shall conform to Florida Department of Transportation (FDOT) Standard Specifications for Road and Bridge Construction, July 2018 and FDOT Design Standards, FY 2017-18

All concrete to be 3,000 PSI @ 28 days

Unit prices are installed, complete (including excavation, forming, and finishing)

Include Mobilization Costs and a one-year warranty period in the unit prices.

In the event the City requests work on a small project which results in the Contractor incurring a "short charge" for ordering less than a full load of concrete, the City will reimburse the Contractor for the charge if receipts are provided. No overhead or profit is allowed for this reimbursement.

Maintenance of Traffic will be performed by DPW crews

NOTICE OF AWARD

TO: SV3 General Contractors, Inc.
9130 S. Pleasant Grove Rd.
Inverness, FL 34452

**PROJECT: CONTINUING CONTRACT FOR MISCELLANEOUS CONCRETE FLAT WORK
~ SOLICITATION. 18-B-02**

The OWNER has considered the BID submitted by you for the above described WORK in response to its Advertisement for Bids and Information for Bidders.

You are hereby notified that your BID has been accepted in the amounts of:

Group 1	Group 2	Group 3
\$248.17	\$225.40	\$203.79

You are required by the INFORMATION FOR BIDDER'S to furnish the required CONTRACTOR'S certificates of insurance within ten (10) calendar days from the date of this Notice to you.

If you fail to furnish said CERTIFICATES within ten (10) days from the date of this Notice, said OWNER will be entitled to consider all your rights arising out of the OWNER'S acceptance of your BID as abandoned. The OWNER will be entitled to such other rights as may be granted by law.

You are required to return an acknowledged copy of this NOTICE OF AWARD to the OWNER.

Dated this _____ day of _____, 2018

City of Crystal River
OWNER

By: _____
Name: Jim Farley, Mayor

Attest: _____
Mia Fink, City Clerk

ACCEPTANCE OF NOTICE

Receipt of the above Notice of Award is hereby acknowledged by:

This the _____ day of _____ 2018

By: _____

Title: _____

--- END OF NOTICE OF AWARD ---

AGREEMENT

THIS AGREEMENT (the "AGREEMENT"), is made this _____ day of 2018, by and between the City of Crystal River HEREINAFTER CALLED "CITY" or "OWNER" AND **SV3 General Contractors, Inc.** doing business as a Corporation hereinafter called "CONTRACTOR", for the **CONTINUING CONTRACT FOR MISCELLANEOUS CONCRETE FLAT WORK ~ SOLICITATION NO. 18-B-02**

WITNESSETH: That for and in consideration of the payments and agreements, hereinafter mentioned:

1. CONTRACTOR shall perform all work and furnish all necessary labor, equipment, material, delivery and transportation for **CONTINUING CONTRACT FOR MISCELLANEOUS CONCRETE FLAT WORK SOLICITATION NO. 18-B-02**
2. The CONTRACTOR will commence the work required by CITY within twenty-one (21) days of receiving a Notice to Proceed on an individual project, and work continuously in good faith to complete the project as expeditiously as possible.
3. The CONTRACTOR shall perform all work tasks in accordance with regulatory permits and exemptions obtained specific to a project.
4. The OWNER reserves the right to make additions or deletions to bid quantities, and/or portions of the bid at the bid unit prices. OWNER shall be responsible for any price increases associated with such changes, and shall be entitled to any credits associated with same. No additional costs or expenses can be incurred without a signed change order.
5. The term of this Agreement shall be one (1) year beginning on the date of execution with up to two one-year extensions upon mutual agreement or as otherwise terminated as set forth herein.
6. The OWNER shall pay the CONTRACTOR in a manner and at such times as set forth herein, in such amounts as required by the CONTRACT DOCUMENTS. Prior to the release of any payment, CONTRACTOR shall submit a pay application certifying the percentage of work completed. OWNER's approval and signature on pay applications shall be required prior to payment. Upon approval, payment to the CONTRACTOR shall be made within 30 days of each pay application. A 10% retainage shall apply to all pay applications; the final pay application will strictly be a request to release the retainage.
7. The term "CONTRACT DOCUMENTS" means and includes the following:
 - a. BID FORM (complete with sworn statements and attachments)
 - b. Notice to Proceed form
 - c. Change Order form
 - d. This Agreement and all Exhibits to same
8. The OWNER reserves the right to immediately cancel or annul, either in whole or in part, any portion of this Agreement due to any failure or default (as defined herein) on the part of the CONTRACTOR to carry out any obligation, term, or condition, under this Agreement. In the event of any such failure or default, the CITY will issue a written

Notice of Default, and if CONTRACTOR does not rectify such failure or default within ten (10) days of receipt of said notice, then the OWNER shall serve the CONTRACTOR with a written Notice of Termination, which shall be effective immediately. Default shall be considered to be any act or failure to act on the part of the CONTRACTOR including, but not limited to, any of the following:

The CONTRACTOR provides material that does not meet the specifications of the Agreement;

The CONTRACTOR fails to adequately perform the services set forth in the specifications of the Agreement;

The CONTRACTOR fails to complete the work required or furnish the materials required within the time stipulated in the Agreement.

9. Neither party shall be responsible for damages or delays caused by Force Majeure or other events beyond the control of the party and which could not reasonably have been anticipated or prevented. For purposes of this Agreement, Force Majeure includes, but is not limited to, adverse weather conditions, floods, epidemics, chemical spills, war, riot, lockouts, and other industrial disturbances, sabotage, fire loss of or failure to obtain permits by OWNER; acts of God; acts, orders, laws, or regulations of the Government of the United States or the several states, or any foreign country, or any governmental agency. In the event that Force Majeure occurs, the parties shall mutually agree on the terms and conditions upon which services may continue.
10. During the performance of the Agreement, the CONTRACTOR agrees not to discriminate against any employee or applicant for employment because of race, color, religion, ancestry, national origin, sex, pregnancy, age, disability, marital status, familial status, sexual orientation or veteran status and will take affirmative action to ensure that an employee or applicant is afforded equal employment opportunities without discrimination. Such action shall be taken with reference to, but not limited to: recruitment, employment, termination, rates of pay or other forms of compensation and selection for training or retraining, including apprenticeship and on-the-job training.
11. CONTRACTOR, on its behalf and its affiliates, agrees and affirms that it has not been placed on the convicted CONTRACTOR list following a conviction of a public entity crime as provided for in Section 287.133(2)(a), Florida Statutes, which states that a person or affiliate who has been placed on the convicted CONTRACTOR list following a conviction for public entity crime may not submit a bid on a contract to provide any goods or services to a public entity, may not submit a bid on a contract with a public entity for the construction or repair of a public building or public work, may not submit bids on leases or real property to a public entity, may not be awarded or perform work as a CONTRACTOR, supplier, subcontractor, or consultant under a contract with any public entity, and may not transact business with any public entity in excess of the threshold amount provided in Section 287.017, for CATEGORY TWO, for a period of 36 months from the date of being placed on the convicted CONTRACTOR list.
12. All notices, certifications or communications required by this Agreement shall be given in writing and shall be deemed delivered when personally served, or when received if by facsimile transmission with a confirming copy mailed by registered or certified mail,

postage prepaid, return receipt requested. Notices can be concurrently delivered by email. All notices shall be addressed to the respective parties as follows:

City of Crystal River
123 NW HWY 19
Crystal River, FL 34428

Contact Person: Beau Keene, Public Works Director
Email: bkeene@crystalriverfl.org
PH: 352-795-4216 FAX: 352-795-6351

With a copy to: tkrim@crystalriverfl.org

13. This Agreement is binding upon all parties hereto, as well as their respective heirs, executors, administrators, successors, and assigns.
14. The Contract Documents that comprise the entire Agreement between the CITY and CONTRACTOR are made a part hereof, and are incorporated herein by reference. There are no contract documents other than those listed in Paragraph 7 above. If there are any conflicts between the terms of this Agreement and the contract documents, the terms of this Agreement shall control over the terms of the contract documents and shall take precedence over same.
15. **INDEPENDENT CONTRACTOR:** CONTRACTOR'S relationship to the CITY in the performance of this Agreement is that of an independent CONTRACTOR. CONTRACTOR'S full time employees shall at all times be under CONTRACTOR'S exclusive direction and control and will be employees or agents of CONTRACTOR. CONTRACTOR shall pay, and be solely responsible for all wages, salaries, and other amounts due its personnel in connection with this Agreement and shall be responsible for all reports and obligations respecting them including, but not limited to, social security, income tax withholding, unemployment compensation, workers' compensation and similar matters. The parties acknowledge that the primary purpose of this Agreement is for CONTRACTOR to provide and CITY to obtain the services of CONTRACTOR and that all other provisions of this Agreement are ancillary to that primary purpose.
16. **OBLIGATION TO INDEMNIFY:** CONTRACTOR shall, upon demand, indemnify, defend and hold harmless the CITY, its affiliates and their officers, directors, employees and agents, its affiliates and their officers, directors, employees and agents (collectively, the "Indemnified Parties") from and against, any and all damages, fines, penalties, deficiencies, losses and expenses (including without limitation interest, court costs, reasonable fees of attorneys, accountants and other experts or other reasonable expenses of litigation or other proceedings or of any claim, default or assessment including, without limitation, those related to seeking indemnification under this Section) (collectively, "Losses") suffered, incurred or sustained by any of the Indemnified Parties or to which any of the Indemnified Parties become subject, resulting from, arising out of or relating to:
 - a. CONTRACTOR'S breach of any covenant, agreement, representation or warranty contained in this Agreement; any claim by any third party that any intellectual property provided by CONTRACTOR in performing any services is libelous, infringes any copyright, including common law copyright, or interest in literary property, or patent, trademark or service mark, or violates any right of privacy or right of publicity, or constitutes unfair competition or misappropriation, or is otherwise unlawful or in violation of any third party rights; and any act or omission of CONTRACTOR in any way related to this

Agreement; and claim for property damage or personal injury, including death, arising out of or relating to CONTRACTOR's performance under this Agreement.

- b. CONTRACTOR'S obligations under this section do not apply to those damages, fines, penalties, deficiencies, losses and expenses resulting from, arising out of, or related to the CITY's negligence or wrongful acts or omission.

17. **SOVEREIGN IMMUNITY:** CITY expressly retains all rights, benefits and immunities of sovereign immunity in accordance with Section 768.28, Florida Statutes. Notwithstanding anything set forth in any section, article or paragraph of this Agreement to the contrary, nothing in this Agreement shall be deemed as a waiver of sovereign immunity or limits of liability which may have been adopted by the Florida Legislature or may be adopted by the Florida Legislature, and the cap on the amount and liability of CITY for damages, attorney fees and costs, regardless of the number or nature of claims in tort, equity or contract, shall not exceed the dollar amount set by the Florida Legislature for tort. Nothing in this Agreement shall inure to the benefit of any third party for the purpose of allowing any claim against the CITY which would otherwise be barred under the doctrine of sovereign immunity or operation of law.

18. **INSURANCE POLICIES:** CONTRACTOR shall maintain for claims arising under the Agreement (i) worker's compensation and employer's liability insurance affording protection under the workers' compensation law of the states(s) in which services are to be performed, or containing an all-states endorsement, in the amounts required under applicable law, and (ii) comprehensive general liability insurance written on an occurrence basis, for bodily injury in the amounts of not less than \$2,000,000 per person and \$2,000,000 annual aggregate, ("General Liability Insurance"), and (iii) auto liability on all owned, non-owned and hired vehicles for third party bodily injury (including death) in an amount of not less than \$2,000,000 per occurrence (collectively, the "Insurance"). Such policies of insurance shall be procured from insurance companies rated A-VIII or better by the then current edition of Best's Insurance reports published by A.M. Best Co. The General Liability Insurance must include (i) products and completed operations liability coverage; and (ii) contractual liability coverage for the liabilities assumed by CONTRACTOR under this Agreement. CONTRACTOR shall self-insure for all property damage claims related to property in the care, custody and control of CONTRACTOR.

- a. Endorsements. The Insurance shall (i) name the CITY as an additional insured for claims arising under this Agreement, including without limitation, as an insured with respect to third party claims or actions brought directly against the CITY or against the CITY and CONTRACTOR as co-defendants and arising out of this agreement; (ii) contain a provision that the CITY, although named as an insured, shall nonetheless be entitled to recovery for any loss suffered by the CITY as a result of CONTRACTOR's negligence; and CONTRACTOR shall provide the CITY with insurance certificates evidencing the required coverage concurrently with the execution of this Agreement and upon each renewal of such policies thereafter, including a provision requiring the insurer to provide the CITY with not less than thirty

(30) days prior written notice of any material change, cancellation or non-renewal coverage.

- b. Commencement. CONTRACTOR shall not commence performing services and/or providing materials unless and until it has purchased all insurance required by this Section, such insurance is in force, and the CITY has notified CONTRACTOR that the CITY has received evidence of the purchase of such insurance in form and substance acceptable to the CITY.

19. E-VERIFY REQUIREMENTS.

Federal E-Verify Requirements. CONTRACTOR shall comply with the requirements of Executive Order 13465, and its implementing rule 48 FAR §22.1800, as may be amended. CONTRACTOR shall enroll as a federal CONTRACTOR in the U.S. Department of Homeland Security's E-Verify System (E-Verify System) and shall use the E-Verify System to verify the employment eligibility of: (a) all new hires working in the United States, except that the CONTRACTOR may choose to verify only new hires assigned to the contract if the CONTRACTOR is:

- (i) an institution of higher education (as defined at 20 U.S.C. 1001(a));
- (ii) a State or local government or the government of a Federally recognized Indian tribe; or
- (iii) A surety performing under a takeover agreement entered into with a Federal agency pursuant to a performance bond; and (b) use E-Verify to verify employment eligibility of all employees assigned to the Agreement.

- b. *Florida E-Verify Requirements.* CONTRACTOR shall comply with the requirements of State of Florida Executive Order 11-12 and shall use the E-Verify System to verify the employment eligibility of: (a) all persons employed during the contract term by the CONTRACTOR to perform employment duties within Florida; and (b) all persons (including subcontractors) assigned by the CONTRACTOR to perform work pursuant to the contract with CITY.

20. PUBLIC RECORDS REQUIREMENTS: CONTRACTOR acknowledges that it is required to comply with Florida Statute §1 19.0701(b) Specifically, CONTRACTOR is required to:

- a. Keep and maintain public records required by the public agency to perform the service.
- b. Upon request from the public agency's custodian of public records, provide the public agency with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in this chapter or as otherwise provided by law.
- c. Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the contract term and following completion of the contract if the CONTRACTOR does not transfer the records to the public agency.

d. Upon completion of the contract, transfer, at no cost, to the public agency all public records in possession of the CONTRACTOR or keep and maintain public records required by the public agency to perform the service. If the CONTRACTOR transfers all public records to the public agency upon completion of the contract, the CONTRACTOR shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the CONTRACTOR keeps and maintains public records upon completion of the contract, the CONTRACTOR shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the public agency, upon request from the public agency's custodian of public records, in a format that is compatible with the information technology systems of the public agency.

21. **GOVERNING LAW:** All questions, issues or disputes arising out of or under this contract, shall be governed by the laws of the State of Florida and State jurisdiction is hereby agreed by the parties to be in Citrus County, Florida, and Federal jurisdiction is hereby agreed by the parties to be in the Middle OWNER of Florida and all Federal litigation shall be filed and litigated in Tampa, Hillsborough County, Florida. In the event suit is commenced to enforce this Agreement, costs of said suit including contract is held to be prohibited or invalid, then such provision or term will be ineffective only to the extent of such prohibition or invalidity, without invalidating or affecting in any manner whatsoever the remainder of such provision or term or the remaining provisions or terms of this contract.

22. **IN WITNESS WHEREOF**, the parties hereto have executed, or caused to be executed by their duly authorized officials, this Agreement in two (2) each of which shall be deemed an original on the date first above written.

City of Crystal River (OWNER)

By: _____
Name: Jim Farley, Mayor

Attest:

By: _____

Date: _____

Name: Mia Fink, City Clerk

CONTRACTOR

Approved as to Form:

By: _____

Jennifer C. Rey
City Attorney

Title: _____

Name: _____

Date: _____

--- END OF AGREEMENT ---

CRYSTAL RIVER CITY COUNCIL

Agenda Item Summary

Meeting Date: July 9, 2018

Agenda Item Number: 5D

Requested Motion: D. Motion to approve the scheduling of an FY 2019 Budget Workshop for Thursday, August 23, 2018 at 1:00 p.m. to be held in the Council Chambers.

Summary: Due to significant changes to the proposed FY19 budget and a desire to discuss options for a variety of projects, Council has determined it necessary to hold a second Budget Workshop prior to the September budget hearings. All Council members have been contacted and a quorum is available for this time and date.

Staff Recommendation: Approval of the meeting for the date listed above.

Funding Information:

Project Cost: _____

Funding Source: _____

Amount Available: _____

Finance Department Approval: _____

Approvals:

Originating Department



City Manager

City Attorney (if applicable)

Attachments: Public Notice

Council Action:

Approved _____ Denied _____ Deferred _____ Other _____

PUBLIC NOTICE



NOTICE IS HEREBY GIVEN by the City Council of the City of Crystal River, Florida that an **FY 2019 BUDGET WORKSHOP** has been scheduled for **Thursday, August 23, 2018 @ 1:00 p.m.** in the Council Chambers at City Hall, 123 N.W. Highway 19, Crystal River, Florida.

Any person requiring reasonable accommodation at this meeting because of a disability or physical impairment should contact the City of Crystal River, City Manager's Office, 123 NW Highway 19, Crystal River, FL 34428, (352) 795-4216, at least two (2) days before the meeting.

CRYSTAL RIVER CITY COUNCIL

Agenda Item Summary

Meeting Date: July 9, 2018

Agenda Item Number: 5E

Requested Motion: Motion to schedule an Executive Session to discuss labor negotiations for Thursday, July 26th at 1:00 p.m. or alternative proposed date of Thursday, July 19th, 2018 at 1:00 p.m.

Summary: Once a year prior to finalization of the budget City Council meets in executive session to discuss labor related costs and issues. Staff is working to reschedule this session prior to the second FY 19 Budget Workshop. The agenda item is only to set date and time. All Council members have been contacted and a near-majority has indicated availability for the proposed time and date.

Staff Recommendation: Approval of the meeting date and time (or alternative) listed above.

Funding Information:

Project Cost: _____ NA _____

Funding Source: _____

Amount Available: _____

Finance Department Approval: _____

Approvals:



Originating Department

City Manager

City Attorney (if applicable)

Attachments: Public Notice

Council Action:

Approved _____ Denied _____ Deferred _____ Other _____

PUBLIC NOTICE

An **Executive Session** will be held in the City Manager's Office, Crystal River City Hall, 123 NW Highway 19, Crystal River, FL on **Thursday, July 26th, 2018 at 1:00 p.m.** This meeting will be attended by the Mayor and City Council for the City of Crystal River with the City Manager and Finance Director. The purpose of the meeting is to discuss **Labor Negotiations**. This meeting is not open to the public. This meeting is conducted in compliance with Florida Statute 447.605(1).

CRYSTAL RIVER CITY COUNCIL
Agenda Item Summary

Meeting Date: July 9, 2018

Agenda Item Number: 7A

Requested Motion: Motion to adopt Ordinance No. 18-O-11 amending Chapter 7 of the City of Crystal River Code of Ordinances "Elections", Section 7-37 "Qualifying Period; Filing Requirements" on Final Reading.

Summary:

The purpose of this Ordinance is to align its qualifying period to coincide with the qualifying period of other municipalities within Citrus County for purposes of consistency and efficiency in the conduct of municipal elections by the Citrus County Supervisor of Elections. This can be accomplished by amending the City of Crystal River Code Of Ordinances, Chapter 7, "Elections" to revise qualifying period for candidates.

During a recent request for clarification from legal staff on matters related to the upcoming election and applicability of certain statutory provisions to municipalities, it was determined that the requested revision to city code would serve to establish a more consistent and efficient process for qualifying candidates for City Council. This revision would establish a qualifying period in early August, rather than late August.

Staff Recommendation: Approval

Funding Information:

Project Cost:

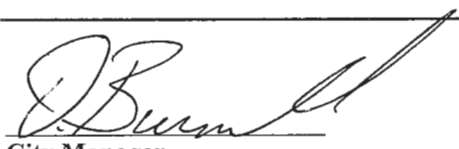
Funding Source:

Amount Available:

Finance Department Approval: _____

Approvals:


Originating Department


City Manager

City Attorney (if applicable)

Attachments: Ordinance No. 18-O-11

Council Action:

Approved _____ Denied _____ Deferred _____ Other _____

ORDINANCE NO. 18-O-11

AN ORDINANCE OF THE CITY OF CRYSTAL RIVER, FLORIDA, RELATING TO CITY ELECTIONS; AMENDING CHAPTER 7 TO REVISE QUALIFYING DATES TO PROVIDE FOR CONSISTENCY AND ORDERLY ADMINISTRATION OF ELECTIONS OF THE CITY OF CRYSTAL RIVER, FLORIDA; PROVIDING FOR CONFLICTS; PROVIDING FOR SEVERABILITY AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the City of Crystal River, Florida is vested with home rule authority pursuant to Article VII, Section 2 of the Constitution of the State of Florida and Chapter 166, Florida Statutes, to enact ordinances; and

WHEREAS, this Ordinance is enacted pursuant to the home rule powers of the City of Crystal River, Florida as set forth at Article VIII, Section 2, of the Constitution of the State of Florida; Chapter 100, Florida Statutes; Chapter 101, Florida Statutes, Chapter 166, Florida Statutes, and other applicable controlling law; and

WHEREAS, pursuant to Sec. 3.04 of the City Charter, the Council shall prescribe by ordinance the method and manner of conducting all municipal elections in accordance with state statutes; and

WHEREAS, the City negotiated and adopted a Municipal Elections Interlocal Agreement with the Citrus County Supervisor of Elections to conduct municipal elections; and

WHEREAS, the City desires to align its qualifying period to coincide with the qualifying period of other municipalities within Citrus County for purposes of consistency and efficiency in the conduct of municipal elections by the Citrus County Supervisor of Elections; and

WHEREAS, the City Council of the City of Crystal River, Florida desires to amend its Code of Ordinances, relating to municipal elections, in order to clarify the municipal election candidate qualifying period; and

WHEREAS, the City of Crystal River, Florida has provided all notices required under Florida law for the consideration and adoption of this Ordinance.

NOW, THEREFORE, BE IT ENACTED BY THE CITY COUNCIL OF THE CITY OF CRYSTAL RIVER, FLORIDA, AS FOLLOWS:

SECTION 1. PURPOSE.

The purpose of this Ordinance is to amend the City of Crystal River Code Of Ordinances, Chapter 7, "Elections", specifically amending Article III "Candidates", Section 7-37 "Qualifying period; filing requirements", to revise qualifying period for candidates.

SECTION 2. AUTHORITY.

A. The City Council is authorized to amend the Crystal River Code of Ordinances pursuant to Article III of the City Charter of the City of Crystal River and Part II, Code of Ordinances, Chapter 1, General Provisions, of the Code of Ordinances of the City of Crystal River, and as otherwise authorized by applicable Florida Statutes.

B. The City Council of the City of Crystal River, Florida, hereby adopts and incorporates into this Ordinance the recitals (Whereas clauses) set forth herein as the legislative and administrative findings and intent of the City Council, *in haec verba*.

C. The City Council of the City of Crystal River, Florida, desires to have its election process run in an efficient and cost effective manner which maximizes citizen involvement and which minimizes delays and harm to the public, and protects the province of the electorate to engage in elections which are well administered in a professional manner.

D. The City of Crystal River, Florida, has complied with all requirements and procedures of Florida law in processing and advertising this Ordinance.

SECTION 3. AMENDMENT OF ARTICLE III, SECTION 7-37.

The Code of Ordinances of the City of Crystal River, Florida, Chapter 7, "Elections", Article III "Candidates", Section 7-37 "Qualifying period; filing requirements", is hereby amended and restated as to read as follows. (*Changes are noted in strikethrough and underline.*)

Sec. 7-37. - Qualifying period; filing requirements.

- (a) A qualified elector who seeks candidacy for any office in the city shall:
- (1) File a candidate's written acceptance in the form provided by the city clerk;
 - (2) Complete a candidate's oath, which complies with and is in the form established by F. S., § 99.021 (2002);
 - (3) Designate the office or city council seat for which the candidate seeks to qualify; and
 - (4) Pay the qualifying fee, or submit the required number of candidate petition cards, as established by Florida law.

- (b) The requirements of subsection (a) shall be complied with no sooner than 12:00 p.m. (noon) on the ~~eightth~~ twenty-second day prior to the date of the first primary election and no later than 12:00 p.m. (noon) on the ~~fourth~~ eighteenth day prior to the date of the first primary election. Provided, however, that if the first day of qualifying falls on a Saturday, Sunday, or holiday wherein the office of the city clerk is closed, then the first day to qualify shall begin on the next immediate working day, and shall continue for the next five (5) working days.
- (c) ~~For purposes of the Special Election to be held on March 15, 2016, which shall fill the unexpired term of Council Member Paula Wheeler, the candidate qualifying period shall be no sooner than 12:00 p.m. (noon) on November 30, 2015, and no later than 12:00 p.m. (noon) on December 4, 2015. This qualifying period shall apply only to the March 15, 2016 Special Election; all other qualifying and time periods for future elections shall remain unchanged, and shall take place in accordance with the Code of Ordinances and Florida Law. In the event a special election is needed to fill a vacated council member seat, the qualifying period for such special election shall be established by resolution of the City Council to apply solely for that special election.~~

SECTION 4. REPEAL OF CONFLICTING ORDINANCES.

All Ordinances or parts of Ordinances in conflict herewith are hereby repealed to the extent of such conflict.

SECTION 5. SEVERABILITY

The sections, paragraphs, sentences, clauses and phrases of this Ordinance are severable, and if any phrase, clause, sentence or paragraph or section of this ordinance shall be declared unconstitutional by the valid judgment or decree of a court of competent jurisdiction, such unconstitutionality shall not affect any of the remaining phrases, clauses, sentences, paragraphs and sections of this Ordinance.

SECTION 6. CODIFICATION

It is the intention of the City Council and it is hereby ordained that the provisions of this Ordinance shall become and be made a part of the Code of Ordinances, of the City of Crystal River, Florida. The word "Ordinance," or similar words may be changed to "section," "article," or other appropriate word or phrase and the sections of this Ordinance may be renumbered or re-lettered to accomplish such intention; provided, however, that Sections 1, 2, 4, 5, 6, and 7 shall not be codified. The Code codifier is granted liberal authority to rescind those sections of the Code declared null and void as set forth herein, within the City's Code of Ordinances.

SECTION 7. EFFECTIVE DATE

This Ordinance shall become effective immediately upon passage.

This Ordinance was introduced and placed on first reading on the 11th day of June, 2018, and upon motion duly made and seconded was passed on first reading.

This Ordinance was introduced and placed on second reading on the 9th day of July, 2018, and upon motion duly made and seconded was passed and adopted on second reading.

Attest: _____
Mia Fink, City Clerk

By: _____
Jim Farley, Mayor

PASSED on First Reading _____

NOTICE Published on _____

PASSED on Second & Final Reading _____

Approved as to form for the
reliance of the City of Crystal River
only:

Jennifer C. Rey, City Attorney

VOTE OF COUNCIL:

Brown _____

Gudis _____

Holmes _____

Farley _____

Fitzgerald _____

CRYSTAL RIVER CITY COUNCIL
Agenda Item Summary

Meeting Date: July 9, 2018

Agenda Item Number: 7B

Requested Motion: Request for continuance of Public Hearing to consider adoption of Ordinance No. 18-O-07 rezoning 61.63 acres for Kingwood Crystal River Resort from High Intensity Commercial (CH) and Medium Density Residential (R-2) to a Planned Unit Development (PUD) on Final Reading to be held on Monday, August 13, 2018.

Summary:

The Final Hearing for Kingwood Crystal River was scheduled for July 9, 2018. Fred Zohouri, Developer, has made a request for continuance until August 13, 2018, due to personal issues.

The City's Code allows a continuance as follows:

Land Development Code Chapter 10, Section 10.03.06. - Requests for continuation of a public hearing.

A. An applicant may request, in writing, a continuance of the public hearing regarding a specific application B. If the city manager receives the written request for a continuance at least seven (7) days prior to the public hearing at which the application is scheduled to be heard, the applicant's request for a continuance will be automatically granted. An applicant shall be limited to one (1) such automatic continuance. C. If the city manager receives the written request for a continuance less than seven (7) days prior to the public hearing at which the application is scheduled to be heard, the applicant is not entitled to an automatic continuance. The decision-making entity will consider the request for a continuance, and shall only grant such request upon a demonstration by the applicant of good cause for a continuance. D. If an applicant receives a continuance, the applicant shall reimburse the city for all advertising costs associated with rescheduling the public hearing for the application. The public hearing will not be rescheduled until such payment is received. E. If a public hearing is continued, at the scheduled public hearing, to a date and time certain, no additional notice shall be required.

(Ord. No. 05-0-08, §§ 1, 2, 5-17-2005)

The request has met the requirement for granting a continuance.

Staff Recommendation: Approval

Funding Information:

Project Cost:

Funding Source:

Amount Available:

Finance Department Approval: _____

Approvals:


Originating Department


City Manager

City Attorney (if applicable)

Attachments: None

Council Action:

Approved _____ Denied _____ Deferred _____ Other _____

CRYSTAL RIVER CITY COUNCIL
Agenda Item Summary

Meeting Date: July 9, 2018

Agenda Item Number: 9A

Requested Motion: NA- Discussion regarding proposed ordinance regulating Temporary Use.

Summary: Staff and Council have discussed the need to amend the City's Temporary Use Ordinance, which includes tent sales, to align better with Citrus County's current code. Draft Ordinance 18-O-15, attached for review, would serve to revise the City's existing code which addresses temporary use through a section regulating accessory uses by zoning district. This proposed legislation is required to go before Planning Commission for a recommendation, as it would amend the Land Development Code, however, staff is providing Council with an opportunity to review it, and address any concerns or potential issues to improve the overall content.

It is also important to note that staff has recently received a request for a Special Event Permit for an RV show at King's Bay Plaza, which may be in conflict with the newly proposed Ordinance.

Staff Recommendation: Staff is requesting Council input on proposed ordinance.

Funding Information:

Project Cost:

Funding Source:

Amount Available:

Finance Department Approval: _____

Approvals:


Originating Department


City Manager

City Attorney (if applicable)

Attachments: DRAFT Ordinance No. 18-O-15

Council Action:

Approved _____ Denied _____ Deferred _____ Other _____

ORDINANCE NO. 18-O-15

AN ORDINANCE THE CITY COUNCIL OF THE CITY OF CRYSTAL RIVER, FLORIDA; AMENDING THE LAND DEVELOPMENT CODE, CHAPTER 2, SECTION 2.03.03 ACCESSORY USES IN EACH ZONING DISTRICT; BY DELETING 2.03.03(D) IN ITS ENTIRETY; TABLE 2.03.03 ACCESSORY STRUCTURES BY DELETING "ROADSIDE VENDING" IN ITS ENTIRETY; AND, CHAPTER 4, BY DELETING SECTION 4.02.07 DESIGN STANDARDS FOR ROADSIDE VENDING IN COMMERCIAL HIGHWAY (CH) ZONING DISTRICTS IN ITS ENTIRETY AND REPLACING IT WITH LANGUAGE REGULATING TEMPORARY USES; PROVIDING FOR CONFLICTS; PROVIDING FOR INCLUSION IN THE CODE OF ORDINANCES; PROVIDING FOR SEVERABILITY; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the City of Crystal River is a properly formed political subdivision of the State of Florida and has broad authority for the adoption of ordinances to provide for self-governance; and

WHEREAS, the Planning Commission held a Public Hearing on _____ and voted _____ to amend the Land Development Code eliminating the language for "Roadside Vending" and replacing it with language regulating "Temporary Uses"; and

WHEREAS, the City Council has concluded it is in the public interest to amend the Land Development Code to better regulate "Temporary Uses".

NOW, THEREFORE, BE IT ORDAINED BY THE CITY OF CRYSTAL RIVER, FLORIDA:

SECTION 1.

CITY OF CRYSTAL RIVER, LAND DEVELOPMENT CODE, CHAPTER 4 – SITE DESIGN REQUIREMENTS

4.02.07 - Purpose and Intent

Temporary use provisions are established to allow for certain uses and structures which have only a seasonal or temporary duration such as fireworks, the sale of Christmas trees and temporary promotions by permanent businesses.

4.02.08 – Temporary Uses

Temporary uses of land may be permitted in designated land use districts by the issuance of a Temporary Use Permit, subject to the provisions of the Land Development Code, and shall meet all the requirements of this section. Temporary uses are accessory to primary uses and will not be allowed if it impacts other properties or persons within the vicinity.

An Application for a Temporary Use Permit shall be filed with the Special Events Coordinator. The Application shall include:

1. A site plan showing the location of the Temporary Use on the property, and the written approval of the ownership or management of the property.
2. Temporary uses can only be allowed in the High Intensity Commercial Zoning District (CH) and held either indoors or outdoors.
3. Tents are allowed to remain for a period of no more than 10 days. Tents shall comply with the provisions of the Florida Building Code.

Table 4-02
TEMPORARY USES THAT REQUIRE APPROVAL OF A
PERMIT PRIOR TO EACH OCCURANCE

A site plan depicting the proposed use in relation to the overall parcel shall include how the use will provide for the following requirements:

- Driveway access
- Off-Street parking
- Covered trash or garbage receptacle
- Adequate restroom facilities are available
- Signage

TEMPORARY USE OR STRUCTURE	ALLOWABLE TIME FRAME
Temporary Office Facilities (including Real Estate Sales Offices)	1-year with up to two (2) 1-year extensions
Outdoor Retail Sales Events for the same merchandise that is sold within a permitted established use on the same property. Allowed in CH Zoning Districts only	4 days per sale with a maximum of 4 occurrences per parcel per calendar year.
Seasonal Sales (Christmas trees, Halloween Pumpkins, or similar uses	90 days per calendar year with no more than 30 days per occurrence, or 3 occurrences per parcel per year.
Seasonal Sales – Fireworks	Governed by State Law
Special Events (Fairs, Festivals, Arts & Craft Shows, Exhibits, and Similar Outdoor Events on Private Property)	4 days per event with a maximum of 3 occurrences per parcel per year.

Section 15-86 – Fees

All Temporary Use permits issued under this chapter shall be reflected in the Fee Resolution.

SECTION 2. CONFLICTING ORDINANCES

All ordinances or parts of ordinances in conflict herewith are hereby repealed to the extent of such conflict.

SECTION 3. SEVERABILITY

The various parts, sections and clauses of this ordinance are hereby declared to be severable. If any part, sentence, paragraph section or clause is adjudged unconstitutional or invalid by any court of competent jurisdiction, the remainder of the ordinance shall not be affected thereby.

SECTION 4. INCLUSION IN THE CODE OF ORDINANCES

It is the intention of the City Council of Crystal River that the provisions of this Ordinance shall be codified and included in the Code of Ordinances, and any renumbering of the various sections are hereby authorized as necessary to achieve this directive.

SECTION 5. EFFECTIVE DATE

This ordinance shall become effective immediately upon adoption.

SODONE THIS ____ DAY OF _____, ____.

By: _____

Jim Farley, Mayor

Attest:

Mia Fink, City Clerk

First reading:

Published:

Second reading:

CRYSTAL RIVER CITY COUNCIL
Agenda Item Summary

Meeting Date: July 9, 2018

Agenda Item Number: 9B

Requested Motion: Motion to approve a special event permit submitted by Alliance Coach for a series of Alliance Coach RV Sales at Kings Bay Plaza.

Summary: Alliance RV of Wildwood has submitted two special events permits for RV sales at Kings Bay Plaza. The first is for July 18-July 27, 2018 and the second is for August 31-September 9, 2018, both from 10:00am-5:00pm. The sales would be set up in the parking lot of the plaza closest to Highway 19.

Staff Recommendation:

Staff recommends approval

Funding Information:

Project Cost:

Funding Source:


Amount Available:

Finance Department Approval: _____

Approvals:



Originating Department



City Manager

City Attorney (if applicable)

Attachments:

Special Event Permit (2)

Council Action:

Approved _____ Denied _____ Deferred _____ Other _____

**CITY OF CRYSTAL RIVER
SPECIAL EVENT PERMIT
AGREEMENT**

Show 1

The City of Crystal River issues a Special Event Permit to

Alliance Coach
(a ___ person, corporation partnership), hereinafter called "the Permittee," for a special event, described as

to be held on the 10 day of July, 2018 until the
11th day of July, 2018 during the hours of

The permittee has received the statement of the estimated cost of providing city personnel and equipment. The permittee will prepay these estimated costs for city services and equipment ten (10) days prior to the permitted special event.

The permittee shall be responsible for the property used for the event and will insure that the event area will be properly cleaned and restored and acknowledges that the permittee will be billed for the actual cost by the city for clean up and restoration

The clean-up deposit shall be returned after the event in a timely manner if the area was properly cleaned and restored.

The permittee shall be responsible and answerable to damages for any and all loss, damage or injury, together with the costs and expenses incidental thereto, arising out of or due to the negligence of the permittee, or any of the permittee's agents, employees, or volunteers in providing or failing to provide adequate care during the use of the City's water supply service, or other city property and facilities.

As a permittee, I do understand that a revocation of permit may be required according to section 3.94 of The City of Crystal River Code of Ordinances.

The permittee shall call for an inspection to assure compliance with all permitting conditions prior to opening the special event.

If litigation is necessary to enforce this agreement or to collect money due according to the terms of this agreement, The City of Crystal River shall be entitled to an award of all costs incurred incident to such litigation, including reasonable attorney's fees, both in trail and on appeal.

This agreement shall bind and insure to the benefit of the parties hereto, their respective heirs, personal representatives, successors and assignees.

show 2

APPLICANT INFORMATION	
ORGANIZATION NAME	Alliance Coach
CONTACT PERSON #1	Jennifer Geiman
TITLE	Box
ADDRESS	4805 Monaco way wildwood FL 34785
PHONE NUMBERS	352-330-3800 (X) 3870
E-MAIL ADDRESS	Jennifer.Geiman@alliancecoach.com
CONTACT PERSON #2	
TITLE	
ADDRESS	
PHONE NUMBER	
E-MAIL ADDRESS	
ORGANIZATION WEBSITE	alliancecoach.com
IS ORG 501-C	<input type="checkbox"/> YES <input checked="" type="checkbox"/> NO If yes, must provide documentation
GROUP LIABILITY INS.	<input checked="" type="checkbox"/> YES <input type="checkbox"/> NO
INSURED COMPANY	Cassiter Ware
POLICY NUMBER	
General liability insurance is required naming the City of Crystal River as additional insured. Limits of liability should be no less than \$1,000,000.00 each occurrence combined single limit for bodily injury and property damage. If food is being served, product liability must be included. If the event is approved for alcohol sales, insurance must include an alcohol endorsement.	

EVENT INFORMATION	
NAME OF EVENT	Alliance Coach RV Show
TYPE OF EVENT	RV Sales
EVENT DATE(S)	July 18th - July 27th 2018
EVENT TIMES	10 am - 5 pm
EVENT DATE(S)	
EVENT TIMES	
EVENT LOCATION	Kings Bay Plaza
ADDRESS	204 US Hwy 19 Crystal River FL
DESCRIPTION OF EVENT	RV Sales

Shaw 2

# OF PEOPLE EXPECTED				
FEES INVOLVED	ENTRANCE	\$ 0	DONATION	\$ 0
	VENDOR	\$ 0	BOOTH	\$ 0
	OTHERS	\$ 0		
PROCEEDS BENEFIT	0			
OPEN TO THE PUBLIC	<input checked="" type="checkbox"/> YES	<input type="checkbox"/> NO		
FOOD SALES	<input type="checkbox"/> YES	<input checked="" type="checkbox"/> NO		
ALCOHOL SALES	<input type="checkbox"/> YES	<input checked="" type="checkbox"/> NO		
REQUESTING OPEN CONTAINER WAIVER	<input type="checkbox"/> YES	<input checked="" type="checkbox"/> NO		
MERCHANDISE VENDORS	<input type="checkbox"/> YES	<input checked="" type="checkbox"/> NO		
MUSICIANS	<input type="checkbox"/> YES	<input checked="" type="checkbox"/> NO		

EVENT SERVICES			
REQUESTING CITY PROPERTY FOR EVENT	<input type="checkbox"/> YES	<input checked="" type="checkbox"/> NO	If yes, list property name and address below
	PROPERTY ADDRESS		
REQUESTING ELECTRIC FROM CITY SITES	<input type="checkbox"/> YES	<input checked="" type="checkbox"/> NO	
LOCATION(S)			
WASTE PLAN			
WASTE HAULER			
RESTROOM FACILITIES	<input checked="" type="checkbox"/> ON PROPERTY	PORTABLE FACILITIES	
	If portable, Company name		
# OF RESTROOMS		# OF HANDICAPPED	
SECURITY	<input type="checkbox"/> YES	<input checked="" type="checkbox"/> NO	If alcohol is served, CCSO must be hired
SECURITY COMPANY			
# OF PERSONS			
PARKING LOCATION(S)	1.		
	2.		
	3.		
TOTAL SPACES			
HANDICAPPED SPACES			
If parking location is insufficient on site, parking arrangement letter(s) may be obtained from owner(s), renter(s) of additional parking sites. Letter must state permission from owner(s)/renter(s), date(s) of event, and number of handicapped and regular parking spaces provided.			
OTHER SERVICES			

**CITY OF CRYSTAL RIVER
SPECIAL EVENT PERMIT
AGREEMENT**

Show 2

The City of Crystal River issues a Special Event Permit to

Alliance Coach
(a ___ person, corporation, ___ partnership), hereinafter called "the Permittee," for a special event, described as

to be held on the 18th day of July, 20 18 until the
27th day of July, 20 18, during the hours of

The permittee has received the statement of the estimated cost of providing city personnel and equipment. The permittee will prepay these estimated costs for city services and equipment ten (10) days prior to the permitted special event.

The permittee shall be responsible for the property used for the event and will insure that the event area will be properly cleaned and restored and acknowledges that the permittee will be billed for the actual cost by the city for clean up and restoration

The clean-up deposit shall be returned after the event in a timely manner if the area was properly cleaned and restored.

The permittee shall be responsible and answerable to damages for any and all loss, damage or injury, together with the costs and expenses incidental thereto, arising out of or due to the negligence of the permittee, or any of the permittee's agents, employees, or volunteers in providing or failing to provide adequate care during the use of the City's water supply service, or other city property and facilities.

As a permittee, I do understand that a revocation of permit may be required according to section 3.94 of The City of Crystal River Code of Ordinances.

The permittee shall call for an inspection to assure compliance with all permitting conditions prior to opening the special event.

If litigation is necessary to enforce this agreement or to collect money due according to the terms of this agreement, The City of Crystal River shall be entitled to an award of all costs incurred incident to such litigation, including reasonable attorney's fees, both in trail and on appeal.

This agreement shall bind and insure to the benefit of the parties hereto, their respective heirs, personal representatives, successors and assignees.

show 2

Witness their hands and seals this day and year.

Date: June 4th 2018

Permittee: Alliance Coach
(Name of Organization)

Signed By: Jennifer German
(Contact person)

Print Name: Jennifer German

Print Title: BOC

City of Crystal River

Signed By: _____
(City Designee)

Print Name: _____

Print Title: _____

IF PERMITTEE IS A CORPORATION OR PARTNERSHIP:

PAYMENT OF ALL SUMS DUE HEREUNDER IS HEREBY PERSONALLY GUARANTEED BY THE UNDERSIGNED.

Jennifer German
Signature

June 4th 2018
Date

Jennifer German
Printed Name

Address: 4905 Monaco Way

Telephone: 352 330 3800 (h) 3870

woodward fl 34795

E-mail: jennifer.german@alliancecoach.com

show 3

APPLICANT INFORMATION	
ORGANIZATION NAME	Alliance Coach
CONTACT PERSON #1	Jennifer German
TITLE	BOC
ADDRESS	4805 Monaco way wildwood FL 34785
PHONE NUMBERS	352-330-3800 (813) 3870
E-MAIL ADDRESS	jennifer.german@alliancecoach.com
CONTACT PERSON #2	
TITLE	
ADDRESS	
PHONE NUMBER	
E-MAIL ADDRESS	
ORGANIZATION WEBSITE	alliancecoach.com
IS ORG 501-C	<input type="checkbox"/> YES <input checked="" type="checkbox"/> NO If yes, must provide documentation
GROUP LIABILITY INS.	<input checked="" type="checkbox"/> YES <input type="checkbox"/> NO
INSURED COMPANY	Lassiter Ware
POLICY NUMBER	
General liability insurance is required naming the City of Crystal River as additional insured. Limits of liability should be no less than \$1,000,000.00 each occurrence combined single limit for bodily injury and property damage. If food is being served, product liability must be included. If the event is approved for alcohol sales, insurance must include an alcohol endorsement.	

EVENT INFORMATION	
NAME OF EVENT	Alliance Coach RV Show
TYPE OF EVENT	RV Sales
EVENT DATE(S)	August 31 - September 9, 2018
EVENT TIMES	10 am - 5 pm
EVENT DATE(S)	
EVENT TIMES	
EVENT LOCATION	Kings Bay Plaza
ADDRESS	204 US Hwy 19 Crystal River FL
DESCRIPTION OF EVENT	RV Sales

Shaw 3

# OF PEOPLE EXPECTED				
FEES INVOLVED	ENTRANCE	\$ 0	DONATION	\$ 0
	VENDOR	\$ 0	BOOTH	\$ 0
	OTHERS	\$ 0		
PROCEEDS BENEFIT	0			
OPEN TO THE PUBLIC	<input checked="" type="checkbox"/> YES		<input type="checkbox"/> NO	
FOOD SALES	<input type="checkbox"/> YES		<input checked="" type="checkbox"/> NO	
ALCOHOL SALES	<input type="checkbox"/> YES		<input checked="" type="checkbox"/> NO	
REQUESTING OPEN CONTAINER WAIVER	<input type="checkbox"/> YES		<input checked="" type="checkbox"/> NO	
MERCHANDISE VENDORS	<input type="checkbox"/> YES		<input checked="" type="checkbox"/> NO	
MUSICIANS	<input type="checkbox"/> YES		<input checked="" type="checkbox"/> NO	

EVENT SERVICES			
REQUESTING CITY PROPERTY FOR EVENT	<input type="checkbox"/> YES <input checked="" type="checkbox"/> NO If yes, list property name and address below		
	PROPERTY ADDRESS		
REQUESTING ELECTRIC FROM CITY SITES	<input type="checkbox"/> YES <input checked="" type="checkbox"/> NO		
LOCATION(S)			
WASTE PLAN			
WASTE HAULER			
RESTROOM FACILITIES	<input checked="" type="checkbox"/> ON PROPERTY		PORTABLE FACILITIES
	If portable, Company name		
# OF RESTROOMS		# OF HANDICAPPED	
SECURITY	<input type="checkbox"/> YES <input checked="" type="checkbox"/> NO If alcohol is served, CCSO must be hired		
SECURITY COMPANY			
# OF PERSONS			
PARKING LOCATION(S)	1.		
	2.		
	3.		
TOTAL SPACES			
HANDICAPPED SPACES			
If parking location is insufficient on site, parking arrangement letter(s) may be obtained from owner(s), renter(s) of additional parking sites. Letter must state permission from owner(s)/renter(s), date(s) of event, and number of handicapped and regular parking spaces provided.			
OTHER SERVICES			

**CITY OF CRYSTAL RIVER
SPECIAL EVENT PERMIT
AGREEMENT**

Shmo 3

The City of Crystal River Issues a Special Event Permit to

Alliance Coach
(a ___ person, corporation ___ partnership), hereinafter called "the Permittee," for a special event, described as

to be held on the 31 day of August, 20 18 until the
9th day of September, 20 18, during the hours of

The permittee has received the statement of the estimated cost of providing city personnel and equipment. The permittee will prepay these estimated costs for city services and equipment ten (10) days prior to the permitted special event.

The permittee shall be responsible for the property used for the event and will insure that the event area will be properly cleaned and restored and acknowledges that the permittee will be billed for the actual cost by the city for clean up and restoration

The clean-up deposit shall be returned after the event in a timely manner if the area was properly cleaned and restored.

The permittee shall be responsible and answerable to damages for any and all loss, damage or injury, together with the costs and expenses incidental thereto, arising out of or due to the negligence of the permittee, or any of the permittee's agents, employees, or volunteers in providing or failing to provide adequate care during the use of the City's water supply service, or other city property and facilities.

As a permittee, I do understand that a revocation of permit may be required according to section 3.94 of The City of Crystal River Code of Ordinances.

The permittee shall call for an inspection to assure compliance with all permitting conditions prior to opening the special event.

If litigation is necessary to enforce this agreement or to collect money due according to the terms of this agreement, The City of Crystal River shall be entitled to an award of all costs incurred incident to such litigation, including reasonable attorney's fees, both in trial and on appeal.

This agreement shall bind and insure to the benefit of the parties hereto, their respective heirs, personal representatives, successors and assignees.

Shaw 3

Witness their hands and seals this day and year.

Date: June 4th 2018

Permittee: Alliance Coach
(Name of Organization)

Signed By: Jennifer Germain
(Contact person)

Print Name: Jennifer Germain

Print Title: BDC

City of Crystal River

Signed By: _____
(City Designee)

Print Name: _____

Print Title: _____

IF PERMITTEE IS A CORPORATION OR PARTNERSHIP:

PAYMENT OF ALL SUMS DUE HEREUNDER IS HEREBY PERSONALLY GUARANTEED BY THE UNDERSIGNED.

Jennifer Germain
Signature

June 4th 2018
Date

Jennifer Germain
Printed Name

Address:
4505 Monaco way

Woodward 72 34295

Telephone:
352 330 3800 (x) 3870

E-mail:
jennifer.germain@alliancecoach.com

Office Use Only

Date Received: **JUN 05 2018**

By: YMB

Via: ☒ E-mail ☐ Fax ☐ In Person ☐ Mail

Office Use Only

City Staff Approval

Det. [Signature]
Sheriff's Department

#0436

6/12/18

Date

[Signature]
Fire Department

6/18/18

Date

Community Planning

Date

Waterfronts Manager

Date

R
Public Works

Date

[Signature]

6.28.18

Special Events

Date

City Manager/City Clerk

Date

Council Date: _____

Approved _____ Denied _____

jennifer.germain

From: campre@frontier.com
Sent: Wednesday, May 30, 2018 4:10 PM
To: jennifer.germain; 'Colin Campbell'
Subject: RE: KINGS BAY
Attachments: Special event site plan.pdf

Dear Jennifer:

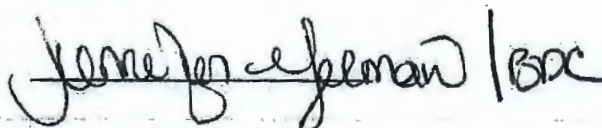
Please consider this correspondence as acceptance of your request to use certain portions of the parking lot of Kings Bay Plaza, 204 US Hwy 19, Crystal River, FL for a weekend RV show under the following terms and conditions:

1. You will provide a Certificate of Insurance listing the following entities as "Additional Insured": Southeast Partners, AFI Management and Campbell Real Estate, Inc. with Liability coverage to be no less than \$1,000,000.00 per occurrence.
2. You will use only those areas indicated on the attached site plan of the property for your event. Additionally, all staff should be required to park away from the building in order to reserve the parking areas closest to the shops for customers.
3. Your event is not to disrupt the normal traffic flow or access to the shopping center's retailers, or their customers.
4. The consumption of alcoholic beverages or drugs is expressly prohibited on the property. You will be responsible for crowd control.
5. You will clean all trash from the area, leaving it in the condition that you found it.
6. You will not drive any tent stakes through or perpetrate the parking lot surface in any way.
7. You will send a check in the amount of \$6,000.00 made payable to Southeast Partners.
8. The dates of your event are July 6 through July 16, 2018
July 18 through July 27, 2018
August 31 through September 9, 2018

Please indicate your acceptance of the terms and conditions of this letter by affixing your signature where provided below and returning an original signed copy of this letter at least ten (10) days prior to the event.

Sincerely,
Colin Campbell, Jr.
Campbell Real Estate, Inc.

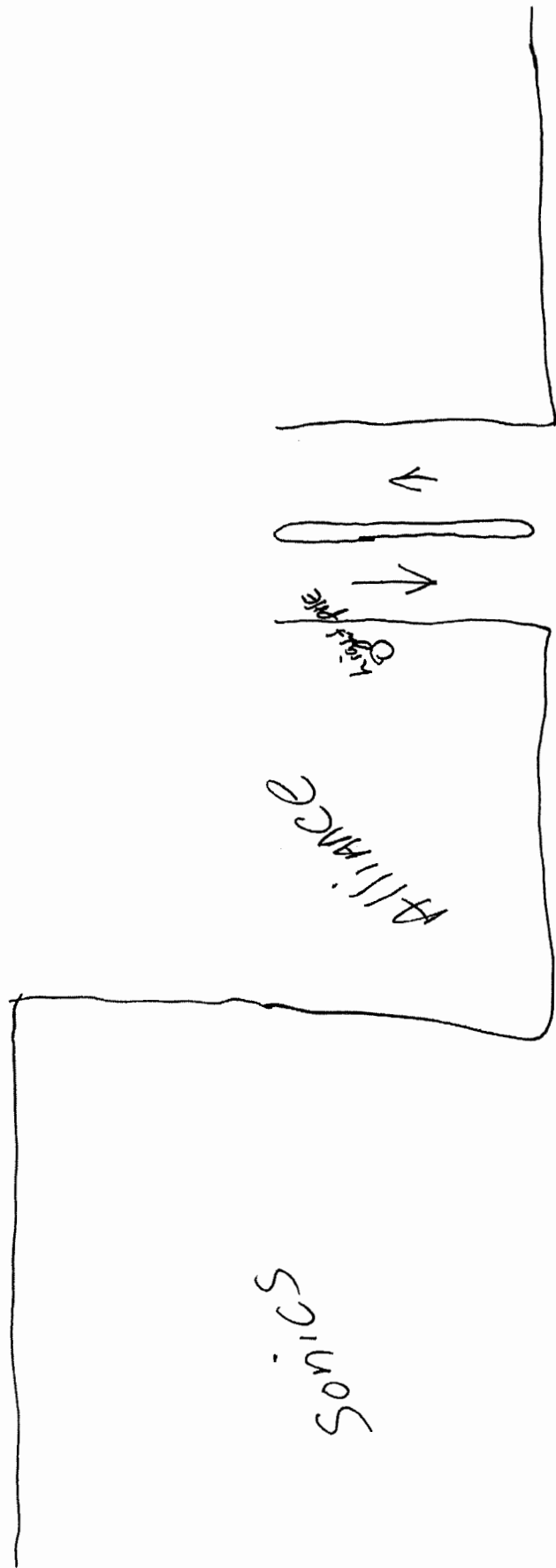
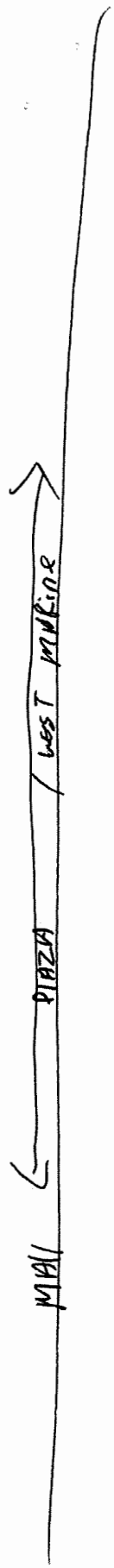
ACCEPTED BY:

 /BAC 5/31/18

From: jennifer.germain <jennifer.germain@alliancecoach.com>
Sent: Wednesday, May 30, 2018 2:35 PM
To: 'Colin Campbell' <campre@verizon.net>
Subject: RE: KINGS BAY

Hi there,

Would your lot be available July 6th-16th? and then the July 18th-July 27th?



HWY 19

CRYSTAL RIVER CITY COUNCIL

Agenda Item Summary

Meeting Date: July 9, 2018

Agenda Item Number: 9C

Requested Motion: Motion to approve Resolution No. 18-R-19 requesting an environmental assessment to extend runway 9-27 at the crystal river airport to 5,000 ft., and supporting the expansion of the runway.

Summary:

County staff discussed at the FAA Airports District Office (ADO) on February 12, 2018, the County has been working towards the much needed runway extension to 5,000 ft. for many years. The Airport had met the FAA AC No. 150/5325-48 requirement of 500 documented ops and was beginning the EA phase in late 2013 when multiple airspace obstructions were brought to light. At that time, the County was advised to put the EA on hold and to perform the Master Plan/ALP Update which would further identify and address the airspace obstructions. The Master Plan and ALP Updates were completed in November 2017, and were approved by the FAA in January of 2018. Since the completion of the Master Plan and ALP Update, the County has been compiling the required documentation of the 500 operations needed to once again meet the requirement for the runway extension. The Airport has had 551 actual operations for the past year. Many of these operations were performed under limited conditions. Operators indicated that they experience the following concerns and/or operational constraints due to the existing length of Runway 9-27:

- Departure weight or payload restrictions
- Limitations to the types of aircraft tenants would like to base at CGC
- Insurance carrier penalties
- Diminished safety particularly during wet conditions
- Re-fueling stops to destinations otherwise directly served on a full fuel load

The City understands that under FAA Order 5100.38D, projected activity may be considered for justification of the runway extension. The enclosed letters demonstrate that a 5,000 ft. runway would attract a minimum of 327 additional operations; resulting in a total of 878 operations annually that will require a 5,000 ft. runway.

The County would like to initiate a new Environmental Assessment (EA) in light of the additional data provided as soon as possible and to begin the process of design, permitting, and construction of the runway extension. The City supports the County initiating a new Environmental Assessment (EA).

The FDOT has funded the design for the Runway 9 Threshold Displacement, and has verbally agreed to fund the construction work for displacing the threshold. With your approval to move forward with the runway extension, the County will seek assistance from FDOT for the EA and Runway Extension.

Staff Recommendation: Adoption of the Resolution requesting an environmental assessment to extend runway 9-27 at the crystal river airport to 5,000 ft., and supporting the expansion of the runway Resolution #18-R-19.

Funding Information:

Project Cost:


Funding Source: _____

Amount Available: _____

Finance Department Approval: _____

Approvals:


Originating Department


City Manager

City Attorney (if applicable)

Attachments:

Resolution #18-R-19

Letter to the Federal Aviation Administration from County Administrator

Council Action:

Approved _____ Denied _____ Deferred _____ Other _____

RESOLUTION NO. 18-R-19

A RESOLUTION OF THE CITY OF CRYSTAL RIVER, FLORIDA, REQUESTING AN ENVIRONMENTAL ASSESSMENT TO EXTEND RUNWAY 9-27 AT THE CRYSTAL RIVER AIRPORT TO 5,000 Ft., AND SUPPORTING THE EXPANSION OF THE RUNWAY.

WHEREAS, the City Council of the City of Crystal River, Florida acknowledges that the Crystal River Airport is in the Municipality of Crystal River; and

WHEREAS, the City Council of Crystal River supports the extension Runway 9-27 and to requests the approval of federal funds to proceed with the Environmental Assessment (EA). County staff discussed at the FAA Airports District Office (ADO) on February 12, 2018, the County has been working towards the much needed runway extension to 5,000 ft. for many years. The Airport had met the FAA AC No. 150/5325-48 requirement of 500 documented ops and was beginning the EA phase in late 2013 when multiple airspace obstructions were brought to light. At that time, the County was advised to put the EA on hold and to perform the Master Plan/ALP Update which would further identify and address the airspace obstructions. The Master Plan and ALP Updates were completed in November 2017, and were approved by the FAA in January of 2018.

Since the completion of the Master Plan and ALP Update, the County has been compiling the required documentation of the 500 operations needed to once again meet the requirement for the runway extension. The Airport has had 551 actual operations for the past year. Many of these operations were performed under limited conditions. Operators indicated that they experience the following concerns and/or operational constraints due to the existing length of Runway 9-27:

- Departure weight or payload restrictions
- Limitations to the types of aircraft tenants would like to base at CGC
- Insurance carrier penalties
- Diminished safety particularly during wet conditions
- Re-fueling stops to destinations otherwise directly served on a full fuel load

The City understands that under FAA Order 5100.38D, projected activity may be considered for justification of the runway extension. The enclosed letters demonstrate that a 5,000 ft. runway would attract a minimum of 327 additional operations; resulting in a total of 878 operations annually that will require a 5,000 ft. runway.

The County would like to initiate a new Environmental Assessment (EA) in light of the additional data provided as soon as possible and to begin the process of design, permitting, and construction of the runway extension. The City supports the County initiating a new Environmental Assessment (EA).

The FDOT has funded the design for the Runway 9 Threshold Displacement, and has verbally agreed to fund the construction work for displacing the threshold. With your

approval to move forward with the runway extension, the County will seek assistance from FDOT for the EA and Runway Extension.

WHEREAS, the City Council wishes to support the moving forward with the expansion of Runway 9-27; and

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Crystal River, Florida at a regular meeting held on the ____ day of _____, 2018.

EFFECTIVE DATE: This Resolution shall be effective upon adoption by the City Council of the City of Crystal River, Florida.

PASSED AND ADOPTED BY THE City Council of the City of Crystal River, Florida, this ____ day of _____, 2018.

Attest: _____
Mia Fink, City Clerk

By: _____
Jim Farley, Mayor

Approved as to form and content
For the reliance of the City of
Crystal River only:

George G. Angeliadis, City Attorney

VOTE OF COUNCIL:

Farley	_____
Brown	_____
Holmes	_____
Fitzpatrick	_____
Gudis	_____



**OFFICE OF THE COUNTY ADMINISTRATOR
Citrus County Board of County Commissioners
Executive Offices**

**3600 W. Sovereign Path, Lecanto, FL 34461
Phone: (352) 527-5205 Fax: (352) 527-5204**

"We will be a user-friendly and common sense organization dedicated to responsive citizen services."

EOL 18-37

June 20, 2018

Mr. Bart Vernace,
ADO Manager
Federal Aviation Administration
Orlando Airports District Office
8427 South Park Circle, Suite 524
Orlando, FL 32819

Re: Crystal River Airport - Environmental Assessment to Extend Runway 9-27 to 5,000 Ft.

Dear Mr. Vernace:

The purpose of this letter is to document the required justification for the Runway 9-27 extension and to request the approval of federal funds to proceed with the Environmental Assessment (EA). As county staff discussed at the FAA Airports District Office (ADO) on February 12, 2018, the County has been working towards the much needed runway extension to 5,000 ft. for many years. The Airport had met the FAA AC No. 150/5325-4B requirement of 500 documented ops and were beginning the EA phase in late 2013 when multiple airspace obstructions were brought to light. At that time, the County was advised to put the EA on hold and to perform the Master Plan / ALP Update which would further identify and address the airspace obstructions. The Master Plan and ALP Updates were completed in November 2017, and were approved by the FAA in January of this year.

Since the completion of the Master Plan and ALP Update, the County has been compiling the required documentation of the 500 operations needed to once again meet the requirement for the runway extension. The enclosed letters reflect 551 actual operations for the past year. Many of these operations were performed under limited conditions. Operators indicated that they experience the following concerns and/or operational constraints due to the existing length of Runway 9-27:

- Departure weight or payload restrictions
- Limitations to the types of aircraft tenants would like to base at CGC
- Insurance carrier penalties
- Diminished safety particularly during wet conditions
- Re-fueling stops to destinations otherwise directly served on a full fuel load

Mr. Bart Vernace
Orlando ADO-FAA
June 20, 2018

The County understands that under FAA Order 5100.38D, projected activity may be considered for justification of the runway extension. The enclosed letters demonstrate that a 5,000 ft. runway would attract a minimum of 327 additional operations; resulting in a total of 878 operations annually that will require a 5,000 ft. runway.

The County would like to initiate a new Environmental Assessment (EA) in light of the additional data provided as soon as possible and to begin the process of design, permitting, and construction of the runway extension. Your review and approval of this request is greatly appreciated.

The FDOT has funded the design for the Runway 9 Threshold Displacement, and has verbally agreed to fund the construction work for displacing the threshold. With your approval to move forward with the runway extension, the County will seek assistance from FDOT for the EA and Runway Extension.

Sincerely,

A handwritten signature in blue ink that reads "Charles R. Oliver".

Charles R. Oliver
County Administrator

Attachments

CRYSTAL RIVER CITY COUNCIL

Agenda Item Summary

Meeting Date: July 9, 2018

Agenda Item Number: 9D

Requested Motion: Motion to approve Resolution No. 18-R-23 and enter into a professional services agreement with Kimley-Horn and Associates, Inc. in the amount of \$49,300.00 for the engineering design and permitting of the Hunter Springs DRA Modifications and Crosstown Trail Canal Reroute project.

Summary: The Hunter Springs Drainage Retention Area (DRA) lies between NE 2nd Ct. and Three Sisters Springs Trail and receives stormwater runoff from approximately 120 acres. This drainage basin includes residential and commercial areas as well as roadways including sections of US-19 and SR-44.

In 2015, through grant assistance provided by SWFWMD, Citrus County modified the historic DRA by adding a DRA on property it owned to the north; upon completion, the County deeded the property to the City.

Currently, the canal paralleling the Crosstown Trail north of the subject DRAs discharges directly to Hunter Springs Cove via existing storm sewers that run under the gravel parking area for the Bed & Breakfast on NE 2nd Ct. This canal carries trash, suspended solids, nutrients, and heavy metals from US-19 runoff. Decades of direct discharge of these waters into this sensitive cove (an OFW) has arguably resulted in degradation in water quality and has created a maintenance nightmare for the property owners along the cove who have spent countless hours trying to keep the cove free of trash.

Staff recommends modifying the canal discharge route to re-direct the flow to the existing DRAs for water quality treatment. As part of this modification, the water control structure should be relocated to the southerly end of the DRAs (to maximize residence time) and the historic discharge pattern should be restored. The control structure will be fitted with a skimmer to keep trash and other undesirable floatables out of the cove.

The attached Kimley-Horn proposal in the amount of \$49,300 provides for: a topographic survey; data collection; environmental consulting services; engineering design; and SWFWMD permitting.

Staff Recommendation: Approve the motion as presented.

Funding Information:

Project Cost:	\$ 49,300.00
Funding Source:	301-31541-63076-CULV (General CIP – Stormwater/Culvert Projects)
Amount Available:	\$ 48,924.80
Funding Source:	601-61552-63076 (CRA – Stormwater Projects)
Amount Available	\$ 21,120.00
Funding Source:	601-61552-6300 (CRA – Grant Programs)
Amount Available	\$ 50,000.00

Finance Department Approval: _____

Approvals:

Originating Department

City Manager

City Attorney (if applicable)

Attachments: 1) Resolution No. 18-R-23

2) Kimley-Horn IPO #16 dated 5/22/18

3) DPW Concept Plan Exhibit

Council Action:

Approved _____ Denied _____ Deferred _____ Other _____

RESOLUTION NO. 18-R-23

**A RESOLUTION OF THE CITY OF CRYSTAL RIVER, FLORIDA,
AUTHORIZING THE TRANSFER OF FUNDS FROM GENERAL FUND CIP –
STORMWATER/CULVERT FUNDING IN THE AMOUNT OF \$24,650.00, THE
TRANSFER OF FUNDS FROM CRA – STORMWATER FUNDING IN THE
AMOUNT OF \$15,000 AND THE TRANSFER OF FUNDS FROM CRA – GRANT
PROJECT FUNDING IN THE AMOUNT OF \$9,650.00. TO
PROVIDE FUNDING IN THE TOTAL AMOUNT OF \$49,300.00 TO APPROVE A
PROFESSIONAL SERVICES AGREEMENT WITH KIMLEY-HORN AND
ASSOCIATES INC. FOR THE ENGINEERING DESIGN AND PERMITTING OF
THE HUNTER SPRINGS DRA MODIFICATIONS AND CROSTOWN TRAIL
CANAL REROUTE PROJECT.**

WHEREAS, the City Council of the City of Crystal River, Florida is responsible for the oversight of the budget of the City; and,

WHEREAS, Currently, the canal paralleling the Crosstown Trail north of the subject DRAs discharges directly to Hunter Springs Cove via existing storm sewers that run under the gravel parking area for the Bed & Breakfast on NE 2nd Ct. This canal carries trash, suspended solids, nutrients, and heavy metals from US-19 runoff. Decades of direct discharge of these waters into this sensitive cove (an OFW) has arguably resulted in degradation in water quality and has created a maintenance nightmare for the property owners along the cove who have spent countless hours trying to keep the cove free of trash. Staff recommends modifying the canal discharge route to re-direct the flow to the existing DRAs for water quality treatment. As part of this modification, the water control structure should be relocated to the southerly end of the DRAs (to maximize residence time) and the historic discharge pattern should be restored. The control structure will be fitted with a skimmer to keep trash and other undesirable floatables out of the cove; and,

WHEREAS, the City Council wishes to appropriate the funds required to move forward with the expenditure;

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Crystal River, Florida at a regular meeting held on the 9th day of July, 2018 that the Budget Amendment be made as shown in Exhibit A .

EFFECTIVE DATE: This Resolution shall be effective upon adoption by the City Council of the City of Crystal River, Florida.

PASSED AND ADOPTED BY THE City Council of the City of Crystal River, Florida, this _____ day of _____, 2018.

Attest: _____
Mia Fink, City Clerk

By: _____
Jim Farley, Mayor

Approved as to form and content
For the reliance of the City of
Crystal River only:

George G. Angeliadis, City Attorney

VOTE OF COUNCIL:
Farley _____
Brown _____
Holmes _____
Fitzpatrick _____
Gudis _____

CITY OF CRYSTAL RIVER

JOURNAL ENTRY

JE: 10515

Post Date: 07/09/2018

Entered By: MRUSSELL

Entry Date: 06/29/2018

Journal: BA

Description: RES #18-R-23 HSP DRA MODIFY/CROSSTWN TRAIL

GL #	Description	DR	CR
301-31541-63076-18-12	STORMWATER PROJECTS		24,650.00
301-31541-63076-CULVT	STORMWATER PROJECTS	24,650.00	
601-61552-63076-18-12	STORMWATER PROJECTS		24,650.00
601-61552-63076	STORMWATER PROJECTS	15,000.00	
601-61552-63000	IMP. OTHER THAN BLDGS	9,650.00	
	Journal Total:	49,300.00	49,300.00

APPROVED BY: _____



INDIVIDUAL PROJECT ORDER NUMBER 16

Describing a specific agreement between Kimley-Horn and Associates, Inc. (Kimley-Horn), and The City of Crystal River (the Client or the City) in accordance with the terms of the Master Agreement for Continuing Professional Services dated December 18, 2014, which is incorporated herein by reference.

Identification of Project:

Project: Crosstown Trail Ditch Reroute Project

Client: City of Crystal River

General Category of Services:

The City of Crystal River recognizes the vital ecological and economic importance that Kings Bay and Crystal River have in the community. These bodies of water are impaired under FAC 62-303(d) by total nitrogen (TN) and total phosphorus (TP) as identified in the adopted Total Maximum Daily Load (TMDL) and Basin Management Action Plan (BMAP).

In an effort to reduce these pollutants the City has identified the Crosstown Trail Drainage Ditch as needing enhanced stormwater treatment. Currently, the Crosstown Trail Ditch receives stormwater from approximately 120 acres within the City. This drainage basin is primarily made up of residential, institutional, and commercial land uses. The Crosstown Trail Ditch discharges into Kings Bay near Hunter's Springs. Additionally, the ditch is adjacent to an existing DRA located at the intersection of NE 2nd Street and NE 3rd Ave. This DRA is commonly referred to as the Hunter Springs DRA.

The objective of the proposed project is to reroute the stormwater flowing in the ditch into the existing adjacent Hunter Springs DRA prior to discharge to Kings Bay. Kimley-Horn will perform the following services in support of this objective.

Specific Scope of Basic Services:

Task 1 – Data Collection, Project Evaluation, Kickoff Meeting

- A. Kimley-Horn will prepare for and attend a project kick-off meeting with City staff. Project objectives, schedule, milestones, communication methods, and base information will all be discussed. Kimley-Horn will prepare meeting minutes after the meeting and circulate the minutes to meeting participants.
- B. Kimley-Horn will collect updated information provided by the City. The City will provide Kimley-Horn with electronic copies of the design plans, permits, and reports for Hunter Springs DRA, the Crosstown Trail Ditch, A, and the improvements to Cutler Spur Blvd.
- C. Kimley-Horn will compile this information into a database and basemap.
- D. Kimley-Horn will visit the existing facilities and assist the CITY with an evaluation of the system's condition. Kimley-Horn will make recommendations based on the CITY's evaluation and incorporate them into the design.

Task 2 Subconsultant Services and Coordination

- A. Kimley-Horn will utilize the existing survey information for the Hunter Springs DRA project provided by the City. Where supplemental survey is needed, Kimley-Horn will oversee the services of a registered professional surveyor to provide these services for the Project as noted below:
 1. Specific Purpose Topographic Survey for the Project

- i. Above ground improvements not included in the existing survey data
 - ii. State Plan Coordinates
 2. Vertical datum on NAVD 1988
 3. Location of visible utilities not included in the existing survey data
 4. The City will provide Record drawings for water, wastewater, storm, and roadway improvements made within the project area.
- B. Kimley-Horn will oversee the services of an environmental scientist
1. The environmental scientist will provide wetland delineation and species-specific survey services.
 2. Attend 2 meetings with SWFWMD
 3. The City will provide documentation related to past illicit discharge events coming from the Crosstown Trail Drainage Ditch.

Task 3 – Engineering Design Services

- A. Kimley-Horn will meet with the City to discuss the history of the Project and to understand any work done to date to assess the ditch discharge and rerouting needed.
- B. Kimley-Horn will prepare a concept sketch for the recommended rerouting and meet with the City. As part of this Task, the City will approve the repair recommendation(s) from Kimley-Horn and authorize Kimley-Horn to move forward with the design tasks.
- C. Following review by the City, Kimley-Horn will prepare 90% plans and water quality calculations and submit the 90% plans and water quality calculations to the City for review by City staff.
- D. Following review by the City, Kimley-Horn will update the 90% plans and water quality calculations to the 100% completion and submit the plans and water quality calculations to the City for review by City staff

Task4– SWFWMD Permitting Services

- A. Kimley-Horn will attend a preapplication meeting with SWFWMD regard the proposed Project.
- B. Kimley-Horn will prepare a General Permit application under FAC 62-330.451 and submit it along with the required supporting documentation to SWFWMD for review.
 1. Supporting documentation will consist of a stormwater management report and nutrient reduction calculations based on the revised contributing basin area.
- C. Kimley-Horn will respond to requests for additional information from SWFWMD and City staff that pertain to the engineering design services covered under this Task.

Schedule:

Kimley-Horn will provide a Project schedule at the kickoff meeting, and will keep it updated throughout the life of the Project.

Additional Services if required:

This IPO covers design documents, but not construction phase services. Bid administration, construction inspection, etc. would be the subject of a new IPO. Services requested that are not specifically included in this Agreement will be provided under a new and separate IPO agreement or can be performed on an

hourly basis upon written authorization.

Method of Compensation:

Kimley-Horn will complete the above scope of services for the fees detailed below, inclusive of office overhead expenses. A breakdown of fee by task is as follows:

Task	Description	Lump Sum Fee
Task 1	Data Collection, Project Evaluation, Kick Off meeting	\$7,700.00
Task 2	Subconsultant Services and Coordination	\$6,800.00
Task 3	Engineering Design Services	\$25,200.00
Task 4	SWFWMD Permitting Services	\$9,600.00
	Total:	\$49,300.00

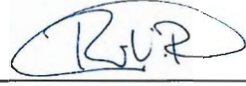
Services provided under this IPO will be invoiced monthly. All invoices will include a description of services provided.

ACCEPTED:

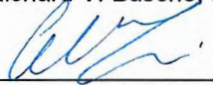
THE CITY OF CRYSTAL RIVER, FLORIDA

KIMLEY-HORN AND ASSOCIATES, INC.

BY: _____

By: 
Richard V. Busche, PE – Sr. Vice President

TITLE: _____


Alan J. Garri, P.E. – Associate

DATE: _____

Date: May 22, 2018



HUNTER SPRINGS DRA MODS & X-TOWN TRAIL CANAL REROUTE

Rev.: 25JUN2018 1" = 150'

CRYSTAL RIVER CITY COUNCIL
Agenda Item Summary

Meeting Date: July 9, 2018

Agenda Item Number: 9E

Requested Motion: Motion to authorize staff to bring forth for consideration a draft ordinance revising Section 6.04.08 of the Land Development Code to City Council concerning RV Parking in residential areas.

Summary:

City staff was requested to resolve a code compliance issue related to RV storage on a specific residential location. Because of this request a City wide review of RV storage on residential properties was completed before any action was taken by Code Enforcement. This ordinance was suspended because of Hurricanes Hermine and Erma so RV's could be used for temporary living. The result of the inventory on RVs locations it was found between 20 - 30 RV's had been found in violation citywide. The City then notified all property owners in violation at that time. The result of this action approximately 90% or more of the violations have been rectified via notification or by hearing.

The Planning Commission meetings on April 5, 2018; May 3, 2018; and, June 7, 2018 had workshop like discussion held to potentially amend Section 6.04.08 of the Land Development Code concerning RV Parking in a residential district.

Staff collected information from other waterfront cities in Florida. The majority of these cities do not allow RV Parking in the front with the exception of the City of Dunedin. This however was not a completely comprehensive review of all cities. Dunedin does allow some RV's in the front yard with conditions.

The board and staff have listened carefully to all affected parties that have been or are in conflict with the current ordinance for indicators that may explain the need to amend the LDC. This showed limited issues that cause residents the inability to meet RV setback requirements.

Staff presented a memo to the Planning Commission suggesting that if the LDC were to be amended to allow the RV to project 5' beyond the front line of the house to accommodate rear obstructions or allow for opening of the door into the RV. In addition it was recommended a 6-8' fence and gate be installed to cover any appearance issues.

One area in the City (Woodland Estates) did have a petition of over 50 individuals in support of making some change to allow amending the code.

After testimony and much discussion the Planning Board did not feel there was enough information presented to demonstrate the need to amend the Land Development Code.

Staff Recommendation: Staff is recommending Council hear the proposed changes and public discussion on this issue.

Funding Information:

Project Cost: NA

Funding Source:

Amount Available:

Finance Department Approval: _____

Approvals:

Originating Department

City Manager

City Attorney (if applicable)

Attachments: None

Council Action:

Approved _____ Denied _____ Deferred _____ Other _____

CRYSTAL RIVER CITY COUNCIL

Agenda Item Summary

Meeting Date: July 9, 2018

Agenda Item Number: 9F

Requested Motion: Motion to approve an Interlocal Agreement for Law Enforcement Services between the City of Crystal River the Citrus County Sheriff's Office and Citrus County in the total sum of \$860,819.00 for the term of October 1, 2018 through September 30, 2019.

Summary: The City of Crystal River entered into an agreement with the Citrus County Sheriff's Office (CCSO) in January, 2008, for that agency to provide enhanced law enforcement services to the City in lieu of the City continuing to operate its own Police Department. That agreement is currently up for annual renewal.

The proposed contract for FY 19, attached for review, includes a 2.8% or a \$24,159.00 increase from last year's contract. Cost adjustment is primarily due to increase cost in insurance, pay rates and retirement costs.

City staff has been working with the west side Sheriff's Office to improve communications and increase interactions with the citizens of Crystal River. Based on observations by staff, key members of the Citrus County Sheriff's Office have been instrumental in bringing back a sense of community policing to the City of Crystal River, as desired by Council. Sheriff's Office staff members have also confirmed that these efforts to better serve the citizens of Crystal River will continue.

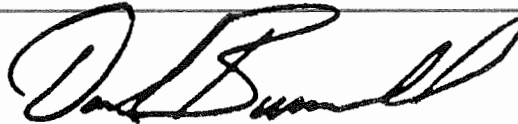
Staff Recommendation: Recommend Approval

Funding Information:

Project Cost:	\$860,819.00
Funding Source:	001-01521-31000 (General Fund – Law Enforcement)
Amount Available:	\$860,819.00 (FY18 Tentative Budget – Proposed for Workshop #3 August 31, 2017)

Finance Department Approval: _____

Approvals:



Originating Department

City Manager

City Attorney (if applicable)

Attachments: Contract

Council Action:

Approved _____ Denied _____ Deferred _____ Other _____

INTERLOCAL AGREEMENT FOR LAW ENFORCEMENT SERVICES

THIS INTERLOCAL AGREEMENT FOR LAW ENFORCEMENT SERVICES ("Agreement") is made and entered into by and between the CITY OF CRYSTAL RIVER, FLORIDA, ("Crystal River"), a municipal corporation of the State of Florida; MIKE PRENDERGAST, as Sheriff of Citrus County, Florida ("Sheriff") and, CITRUS COUNTY, a political subdivision of the State of Florida.

WITNESETH:

WHEREAS, Sections 125.0101, 166.021 and 163.01, Florida Statutes (2017) provide that a county and a municipality may contract to provide law enforcement services within a municipality's boundaries; and

WHEREAS, Crystal River is a municipality within the boundaries of Citrus County, Florida, and

WHEREAS, Crystal River is desirous of providing a high level of competent law enforcement services in conjunction and in harmony with its fiscal policies of sound economic management; and

WHEREAS, Crystal River, County and Sheriff acknowledge that Sheriff provides base level law enforcement services to Crystal River by virtue of the fact that residents of Crystal River are taxpayers of County; and

WHEREAS, Crystal River has requested that the Sheriff furnish enhanced law enforcement services within Crystal River; and

WHEREAS, Crystal River desires that the Sheriff furnish law enforcement services on a full-time basis and duly performs any and all necessary and appropriate functions, actions, and responsibilities of a police and law enforcement agency for Crystal River; and

WHEREAS, the Crystal River City Council has determined that the most efficient way to fulfill its desire to provide enhanced police protection in a responsible manner for the term beginning October 1, 2018 and ending September 30, 2019, unless otherwise entered as provided for herein, is to enter into this Interlocal Agreement; and

WHEREAS, the Sheriff has indicated his desire and willingness to accept and fulfill the responsibilities hereinbefore mentioned and as provided herein; and

WHEREAS, this Agreement for the provision of law enforcement services is not intended by the parties nor shall it be interpreted to be a transfer, consolidation or merger within the meaning of those terms for constitutional or statutory purposes or for any other purpose whatsoever, and it is the intent of the parties that this Agreement shall at all times be interpreted and administered consistent with the parties' intent that no transfer,

consolidation or merger shall be accomplished by the terms of this Agreement in any respect whatsoever, and the parties shall administer this Agreement to that end; and

WHEREAS, this Agreement between Crystal River and the Sheriff requires the concurrence of the Board of County Commissioners of Citrus County, and said Board of County Commissioners approves and supports the plan and program set out in this Agreement;

WHEREAS, the Sheriff, Crystal River, and the Board of County Commissioners of Citrus County entered into an Interlocal Agreement for Law Enforcement Services dated January 14, 2008; and pursuant to Paragraph 21 of said Agreement intend that this Agreement completely amends, modifies, and restates the January 14, 2008 Agreement; and

WHEREAS, Crystal River City Council has determined that this Agreement is in the best interests of the health, safety, and welfare of the citizens of Crystal River, Florida.

NOW THEREFORE, in consideration of the mutual promises contained herein and given by each party to the other, the parties hereto do covenant and agree as follows:

1. **RECITALS**. The recitals included above form an integral part of this Agreement and are hereby incorporated herein, *in haec verba*.
2. **MUNICIPAL POLICE POWERS**. By appropriate Resolution, Crystal River City Council shall vest within the Sheriff and within each deputy sheriff, to the extent allowed by applicable law, Crystal River Police powers to the extent necessary or desirable to perform the law enforcement services herein during the contract period. This Agreement is not intended to abolish the Crystal River Police Department, both parties recognizing that Crystal River retains the right to resume responsibilities to provide law enforcement services within Crystal River at the expiration of this Agreement. Crystal River similarly retains the right to control the law enforcement services provided under this Agreement.
3. **INTERAGENCY COORDINATION**. The Sheriff shall, to the extent feasible, coordinate law enforcement activities and functions, including special event functions, individual's complaints and unanticipated events requiring law enforcement involvement with Crystal River's City Manager. The Sheriff or Sheriff's designee will attend regular City Council meetings and staff meetings when requested consistent with Crystal River's right to control and supervise the law enforcement services provided pursuant to this Agreement.

4. STAFFING LEVELS/COMMUNITY RESOURCE OFFICER.

- a. Enhanced Services: Sheriff agrees to provide all necessary and appropriate law enforcement services in and for Crystal River by providing six (6) deputies with patrol automobiles to serve as law enforcement officers within the municipal boundaries of Crystal River. Sheriff shall, to the best of Sheriff's ability, provide one (1) deputy per patrol shift within Crystal River, subject to availability. In addition, it is understood by the parties that the Sheriff will additionally provide for two (2) part-time (minimum of 20 hours per week per position) Public Service Officers, one (1) full-time, and one (1) part-time Records Clerk, supervision of deputies, interactive community service to communicate law enforcement activities to City businesses and residents, school security services, investigative services and public relations. Deputies shall also be authorized to enforce all City regulations, ordinances and codes. Deputies assigned within Crystal River will not patrol unincorporated areas of Citrus County except when rendering mutual aid assistance to ensure public safety in extraordinary circumstances consistent with past practices and mutual aid agreements. During extraordinary events, including but not limited to storm events such as hurricane/tropical storm warnings, hazardous waste spills, nuclear accidents, chemical accidents and other occurrences of similar scope and magnitude, the Citrus County Sheriff's Office shall provide such additional deputies and additional response as is warranted by the event accordings to standard law enforcement practices.
- b. The Sheriff will also provide one (1) community resource officer within Crystal River. This officer will perform interactive and proactive patrols as do other community resource officers in accordance with existing practices, which may include, by are not limited to; making contacts with citizens and businesses to solve community crime problems, meeting with individuals to explain crime prevention techniques, and utilizing business cards and voice mail to ensure citizen contact regarding public safety concerns.
- c. The Sheriff shall make all services of the Sheriff's Office available to Crystal River during the term of this Agreement. These services include but are not necessarily limited to; marine patrol, K-9, helicopter patrol, detective division, vice and narcotics unit, forensics, S.W.A.T., hostage negotiation/crisis team, crime watch assistance, report writing, record retention, emergency management operations, dispatch operations, media interaction and community service programs. The Sheriff will conduct periodic speed monitoring of Crystal River's vehicle traffic. Any specific problems with marine infractions that are reported to the Sheriff will be handled as a law enforcement complaint.

5. **CONSIDERATION.**

a. Crystal River shall pay to the Citrus County Board of County Commissioners, as payment in full for the enhanced services described herein, and agreed to be performed by the Sheriff, the sum of Eight hundred sixty thousand, eight hundred and nineteen dollars (\$860,819.00) for the term October 1, 2018 through September 30, 2019, to be paid in twelve equal monthly installments beginning October 1, 2018, and continuing on the first day of each month thereafter.

b. Crystal River shall provide one (1) agreed upon Watercraft for use on City waters to assist in on water enforcement.

6. **LAWS ENFORCED.** The Sheriff shall discharge his responsibility under this Agreement by the enforcement of all state laws, county ordinances applicable within Crystal River, and Crystal River municipal ordinances. The Sheriff shall bring appropriate charges for violations of all laws and ordinances. The City shall be responsible for the prosecution of any such violators of municipal ordinances. The Sheriff shall, to the extent provided for by Federal and/or State law, enforce applicable Federal and/or State law as well as County or City Ordinances within Federal or State lands, waters or preserves within Citrus County.

7. **FINES AND FORFEITURES.**

a. Law Enforcement Education Funds. All law enforcement education funds levied and collected by the Clerk of the Court for Citrus County, Florida and designated for use by Crystal River pursuant to Section 943.25, Florida Statutes, shall be assigned by Crystal River to Sheriff for payment directly from the Clerk of the Court for Citrus County, Florida to Sheriff. Crystal River hereby authorizes, empowers and assigns Sheriff to take such actions on behalf of Crystal River to obtain such funds directly from the Clerk of the Court for Citrus County, Florida. Sheriff shall use these funds for the law enforcement education purposes authorized in said statute within or for the benefit of Crystal River.

b. Fines. Crystal River shall remain entitled to all fines to which Crystal River would ordinarily be entitled pursuant to Section 316.660, Florida Statutes.

c. Seized Funds. On the effective date of this Agreement, Crystal River shall sell, assign, transfer and convey all of Crystal River's right, title and interest in and to any funds maintained by or on behalf of Crystal River in its Confiscated Property Fund, (Crystal River's special law enforcement trust fund pursuant to Section 932.7055, Florida Statutes) to Sheriff and Sheriff shall designate such funds for use by Sheriff within or for the benefit of Crystal River. Sheriff agrees that any currency or other assets seized pursuant to Chapter 932, Florida

Statutes within Crystal River and subsequently forfeited to Sheriff shall be deposited into the Sheriff's Contraband and Forfeiture Trust Fund and shall be designated for use by Sheriff within or for the benefit of Crystal River in accordance with the statute.

- d. Grant Funds and Miscellaneous Revenues. The Sheriff shall cooperate with Crystal River and, to the extent allowable by law, act as the law enforcement agent on behalf of Crystal River in the continued application, maintenance, and accounting of grants and entitlements as well as aggressively pursuing additional grant program funds as they become available. Crystal River will make these funds available to Sheriff to carryout the intent of the grant program as approved by the granting agency and Crystal River.
8. **PERFORMANCE REPORTS AND CRIME REPORTING.** The Sheriff shall maintain performance reports and statistical records regarding police activity within Crystal River and shall provide such to Crystal River so that Crystal River may review Sheriff's performance under this Agreement. These records will include, but will not necessarily be limited to, the number of calls for service, offense reports, arrests, alarm responses, location and nature of calls, response times, number and type of traffic or marine patrol citations and number and type of vehicle accidents. The Sheriff will provide these performance reports and statistical records to Crystal River at least once each quarter. Those statistical records which constitute the Uniform Crime Report will be provided on a six month basis.
9. **HIRING DECISIONS.**
 - a. The Sheriff shall be responsible for the hiring, training, assignment, discipline and dismissal of all personnel performing services under this Agreement as such individuals are Sheriff's employees.
10. **VEHICLES.**
 - a. Sheriff will transfer any vehicles purchased or leased by Sheriff during the term of this Agreement with funds generated from this Agreement to Crystal River. Any remaining lease payments, for vehicles procured by the Sheriff for the benefit of Crystal River pursuant to this Agreement, will be assumed by Crystal River until such leases are satisfied.
11. **UNIFORMS AND VEHICLE MARKINGS.** The Sheriff shall have the authority to designate the uniform dress of the Deputy Sheriffs performing law enforcement services under this Agreement and the marking of patrol units, however, the Sheriff agrees to place the Crystal River Insignia, as shown on Exhibit "A", on all of Sheriff's marked patrol vehicles.

12. **INDEMNIFICATION AND HOLD HARMLESS.** The Sheriff shall be legally responsible for the actions of Sheriff's law enforcement personnel performing services under this Agreement. Lawsuits and claims that may be filed from time to time shall be handled by the Sheriff in accordance with normal procedures and the Sheriff shall hold Crystal River, to the extent provided by Florida law, harmless from any and all manner of actions, causes of actions, suits, judgments, executions, claims and demands of any kind whatsoever, in law or in equity, which may result from or arise out of Sheriff's use of Crystal River property or the intentional or negligent acts of the Sheriff, Sheriff's deputies and Sheriff's employees; and, the Sheriff shall, to the extent provided by Florida law, indemnify Crystal River from any and all damages, judgments, claims, costs, expenses, including reasonable attorney's fees, which Crystal River might suffer in connection with or as a result of the intentional or negligent acts and the alleged intentional or alleged negligent acts of the Sheriff, Sheriff Deputies and Sheriff's employees. Crystal River agrees, to the extent provided by Florida law, to indemnify and hold the Sheriff harmless from any and all manner of actions, causes of action, suits, judgments, executions, claims and demands of any kind whatsoever, in law or in equity, which may result from or arise out of the constitutionality of ordinances enacted by Crystal River and enforced by the Sheriff or from acts or omissions attributable to Crystal River that occurred prior to the execution of this Agreement, and Crystal River agrees to the extent provided by Florida law, to indemnify the Sheriff for any and all damages, judgments, claims, costs, expenses, including reasonable attorney's fees, which the Sheriff might suffer in connection or as a result of the constitutionality of Ordinances enacted by Crystal River and enforced by the Sheriff or from acts or omissions attributable to Crystal River that occurred prior to the commencement of the term for the provision of law enforcement services as expressed herein. The Sheriff does not assume any existing or contingent liabilities regarding liability of Crystal River to the extent provided by Florida law. The Sheriff agrees to name the City of Crystal River as an additional insured in its Risk Management Insurance Policy coverage, to the extent of services addressed by this Agreement, and agrees to provide the City of Crystal River a copy of same. By agreeing to the provisions of this paragraph 12, the parties hereto do not in any way waive or limit their entitlements of sovereign immunity. Notwithstanding the foregoing, the Sheriff and City intend to avail themselves to the benefits of Section 768.28 and of other statutes and common law governing sovereign immunity to the fullest extent possible. Nothing in this Agreement is intended to insure to the benefit of any third party for the purpose of allowing any claim which would otherwise be barred under the doctrine of sovereign immunity or by operation of law. Further, Crystal River shall have the duty to continue to defend any actions including workers compensation, currently being threatened or litigated and shall be solely responsible for any liabilities arising from any current actions.

13. **REVENUE SOURCES.** The parties agree that this Agreement does not constitute a general indebtedness of Crystal River within the meaning of any constitutional, statutory, or charter provision or limitation and it is expressly agreed by the parties that neither the Sheriff nor Citrus County will ever have the right to require or compel the exercise of ad valorem taxing power of Crystal River or taxation of any real or personal property therein for the payment of any monetary obligations due under the terms of this Agreement and it is further agreed between the parties that this Agreement and any funds called for to be paid hereunder shall not constitute a lien upon any real or personal property of Crystal River, or any part thereof, and that the obligation for monetary payments called for to be made hereunder shall be deemed to exist for less than a year at any point in time and shall be entirely subject to the legislative budgetary discretion of Crystal River and Citrus County.
14. **NOTICES.** The parties hereto are represented as follows:
- a. CITRUS COUNTY: Randy Oliver, County Administrator and Denise Lyn, County Attorney, Citrus County Courthouse, 110 North Apopka Avenue, Inverness, Florida 34450.
 - b. CITY OF CRYSTAL RIVER: Dave Burnell, City Manager, and George Angeliadis, City Attorney, The Hogan Law Firm, 20 S. Broad Street, Brooksville, FL 34601.
 - c. CITRUS COUNTY SHERIFF: Mike Prendergast, Sheriff, Citrus County Sheriff's Office, 1 Dr. Martin Luther King Jr., Avenue, Inverness, Florida 34450.
15. **TERM.** This Agreement shall take effect on October 1, 2018 at 12:01 a.m. and continue in effect thereafter through September 30, 2019. This Agreement shall automatically renew for additional 12 month terms, unless the terminating party sends notice as provided for herein to the non-terminating party of its intent to terminate, no less than 90 days and no more than 150 days prior to the expiration of the term then in effect. Notwithstanding the foregoing, the Sheriff reserves the right to notify the City no later than June 1 of the current term, of the consideration required to fund the next term of this Agreement. The City shall agree in writing to the required consideration no later than July 15. In the event the Sheriff and the city cannot agree of the consideration to be paid, this Agreement and any renewals hereof shall terminate effective 11:59 p.m., September 30, of the term then in effect.
16. **BOCC JOINDER:** The Citrus County Commissioners hereby joins in the execution of this Agreement to indicate its concurrence with the terms and provisions hereof and its support for the plan set out herein. Said Board agrees to

amend the Citrus County Sheriff's Office budget, after payments of the referenced amounts herein by Crystal River, to provide the funds necessary to accomplish the purposes of this Agreement and agrees to cooperate in every way reasonably possible to ensure that the purposes stated herein are fulfilled.

17. **NO PROHIBITIONS.** Each party represents unto the other that there are no lawful prohibitions, whether grounded in Federal, State, County or Municipal law, which prevents either parties from entering into this Agreement. Further, and to the extent provided by Florida law, each party agrees to defend, indemnify and hold each other harmless should any challenge of whatever nature be brought challenging the right or ability of the City of Crystal River, the Citrus County Sheriff's Office, or Citrus County to enter into this Agreement.
18. **NO UNINTENDED BENEFICIARIES.** In no event shall this Agreement confer upon any third person, corporation or entity the right to any cause of action or damages against any party hereto.
19. **SCOPE OF AGREEMENT.** This document reflects the full and complete understanding of the parties, supersedes any other agreements entered into by and between the parties hereto may be modified or amended only by a written document signed by all of the parties hereto.
20. **GOVERNING LAW.** This Agreement and all of the rights and obligations of the Parties hereto shall be governed according to the laws of the State of Florida and that jurisdiction regarding the rights and obligations of either Party under this Agreement shall be vested in the Fifth Judicial Circuit, in and for Citrus County, Florida.
21. **JOINT USE.** In further effort to ensure the success and continuity of this undertaking, the City agrees to make office space available in its City Hall for the Sheriff's Office conduct of law enforcement purposes. It is contemplated by the parties hereto that this space shall be that which is currently occupied by the Sheriff's Office as of the date of execution of this Agreement. The Sheriff agrees to pay for any utility expenses related to their use of this office space, including, but not limited to, electricity, water, sewer and telephone services. The Sheriff has the right to make internal modifications to this office space to meet their needs, however, these modifications must (i) be made at the Sheriff's expense, and (ii) shall be approved by the City for the purpose of ensuring that the modifications do not diminish the structural integrity of City Hall. City of Crystal River shall be responsible for all repairs to the structure of the building, to include the roof, walls and other basic structural components.

IN WITNESS WHEREOF, the parties to this Agreement have caused the same to be signed by their duly authorized representatives this _____ day of _____, 2017.

CITY OF CRYSTAL RIVER, FLORIDA

CITY OF CRYSTAL RIVER, FLORIDA

ATTEST:

By: _____
Jim Farley, Mayor

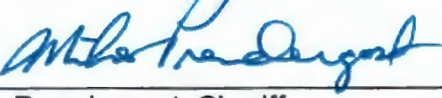
Mia Fink, City Clerk

Approved as to form and content:

By: _____
George G. Angeliadis, City Attorney

CITRUS COUNTY SHERIFF'S OFFICE

SHERIFF OF CITRUS COUNTY, FLORIDA

By:  _____
Mike Prendergast, Sheriff

Approved as to form and content:

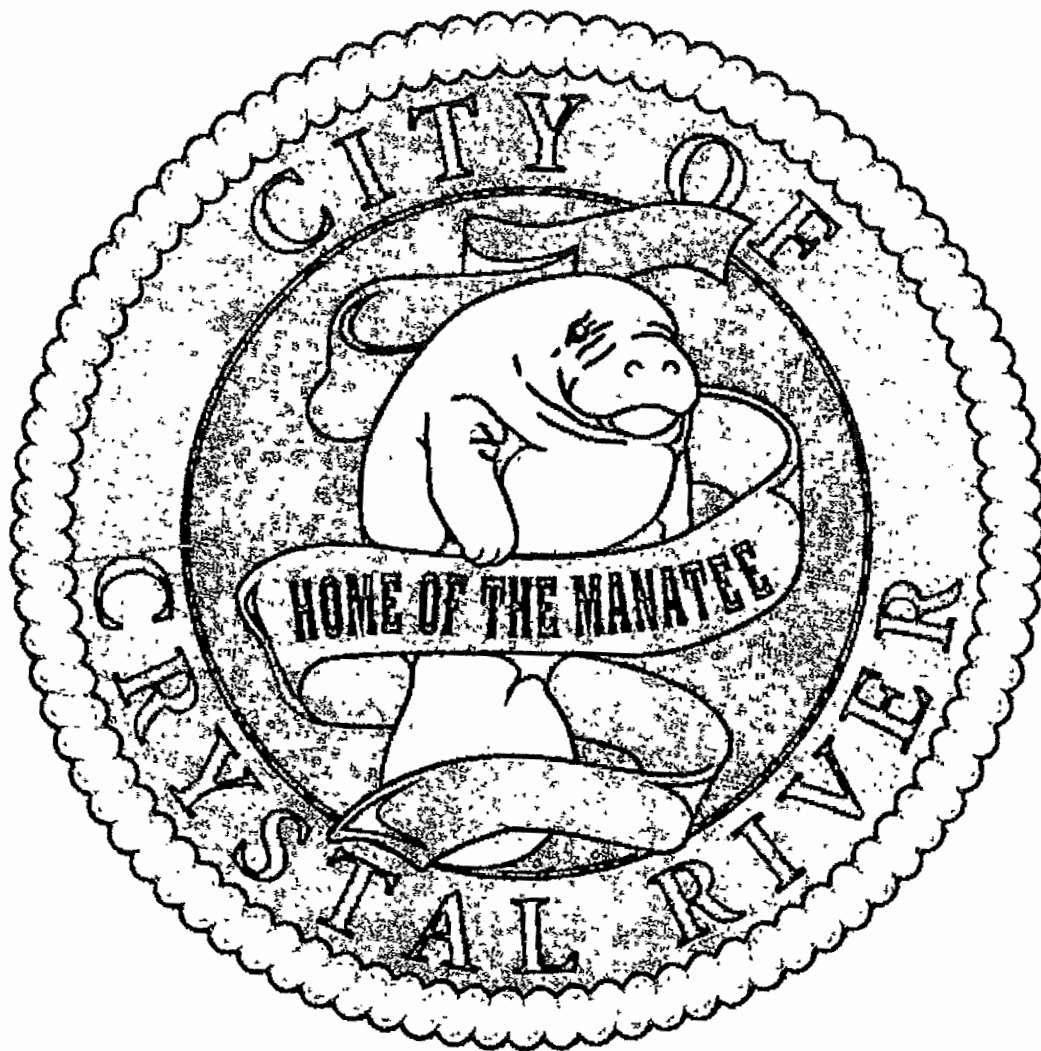


Exhibit "A"

CRYSTAL RIVER CITY COUNCIL
Agenda Item Summary

Meeting Date: July 9, 2017

Agenda Item Number: 9G

Requested Motion: NA- Update regarding Three Sisters Springs Trail Multi-Use Path.

Summary: City Staff would like to provide a verbal update on the design of the multi-use path being designed by Kimley-Horn LLC connecting Three Sisters Springs Trail to the Plantation.

Staff Recommendation: Discussion only on options and progress.

Funding Information:

Project Cost: NA

Funding Source:

Amount Available:

Finance Department Approval: _____

Approvals:



Originating Department

City Manager

City Attorney (if applicable)

Attachments:

Council Action:

Approved _____ Denied _____ Deferred _____ Other _____